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9-30-1993

Los Angeles Community College District Board of Trustees and American Federation of Teachers College Guild, American Federation of Teachers, AFL-CIO, Local 1521 (1993)

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Los Angeles Community College District Board of Trustees and American Federation of Teachers College Guild, American Federation of Teachers, AFL-CIO, Local 1521 (1993)

Keywords

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Comments

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AGREEMENT



Between the

**LOS ANGELES COMMUNITY
COLLEGE DISTRICT**

And the

**AMERICAN FEDERATION OF TEACHERS
COLLEGE GUILD
LOCAL 1521, CFT/AFT, AFL/CIO**

September 30, 1993 through September 29, 1996

(Faculty)

3,000 miles



JUL 16 1996

The officially executed agreement between the District and the AFT is on file in the office of Employer-Employee Relations and in the office of the AFT College Guild. This copy is provided for personnel use only. All official rulings and interpretations shall be made from the officially executed document.

Karen Billings
213-891-2308

LOS ANGELES COMMUNITY COLLEGE DISTRICT
OFFICE OF PERSONNEL OPERATIONS
770 WILSHIRE BOULEVARD
LOS ANGELES, CA 90017

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ARTICLE 1, PREAMBLE

The Los Angeles Community College District Board of Trustees (hereafter referred to as the Board), and the American Federation of Teachers College Guild, Local 1521, AFT/AFL-CIO, (hereafter referred to as the AFT), hereby enter this agreement in a spirit of mutual commitment to the enhanced welfare, excellence and prestige of the Los Angeles Community College District (hereafter referred to as the District) and join in dedication to the students and community we are pledged to serve.

ARTICLE 2, EXCLUSIVE REPRESENTATIVE

The Board of Trustees hereby recognizes that the AFT was certified by the Public Employment Relations Board as the Exclusive Representative for the faculty unit in accordance with the California Educational Employment Relations Act, Government Code Section 3540-3549.3.

ARTICLE 3, THE FACULTY UNIT

The Faculty Unit shall include all full-time and part-time faculty employees including, but not limited to, those listed below and all substitute and other personnel who serve more than twenty consecutive working days during an academic year. The Faculty Unit may be modified in accordance with the rules and regulations of PERB. Any such approved modification automatically becomes a part of this Agreement.

0401 Consulting Instructor (LSC)
0403 Consulting Instructor
0407 Consulting Instructor (SFP)
0467 Nurse
0468 Nurse (SFP)
0470 Substitute Nurse
0551 Director, Child Development Center
0553 Child Development Center Teacher
0554 Child Development Center Teacher (SFP)
0706 Counselor
0707 Instructor-Advisor
0711 Department Chair
0712 Department Chair, Counseling
0713 Department Chair, Library
0715 Counselor (SFP)
0719 Instructor-Advisor (SFP)
0729 Instructor, Pre-School Coaching
0730 Librarian
0734 Handicap Specialist
0735 Handicap Specialist (SFP)
0741 Instructor
0743 Instructor, Coach
0749 Instructor, (SFP)
0750 Athletic Director
0751 Instructor (Special Assign) (LSC)
0753 Instructor (Special Assignment)

0755 Bargaining Unit Representative
0756 Academic Senate Pres/Faculty Assoc Pres
0758 Instructor Spec Assign (Lrng Skills Ctr) (SFP)
0759 Instructor (Special Assignment) (SFP)
0764 Instructor Advisor, Sub (Full-day Rate)
0773 Instructor, Sub, Half-Day Rate
0777 Instructor, Sub, Full-Day Rate
0781 Counselor, Sub, Half-Day Rate
0782 Counselor, Sub, Full-Day Rate
0786 Librarian, Sub, Half-Day Rate
0787 Librarian, Sub, Full-Day Rate
0791 Nurse, Sub, Half-Day Rate
0792 Nurse, Sub, Full-Day Rate
0795 Department Chair (Library)
0798 Department Chair, Teaching
0801 Cont Educ Tchr - Hourly Rate
0802 Cont Educ Tchr - Hourly Sub
0803 Cont Educ Tchr - Hourly Rate (SFP)
0804 Cont Educ Tchr - Hourly Sub (SFP)
0806 Instr, (Spec Assignment) Hourly Rate, Sub
0807 Instr, (Spec Assignment) Hourly Rate (SFP) Sub
0808 Instr, (Spec Assign) Hourly Rate
0809 Instr, (Spec Assign) Hourly Rate (SFP)
0811 Instructor, Hourly Rate
0815 Instructor, Hourly (Over Base Assignment)
0816 Instructor, Hourly Rate Sub
0819 Instructor, Hourly Rate, SFP
0826 Instructor, Hourly Rate, Sub (SFP)
0830 Counselor, Hourly Rate
0832 Counselor, Hourly Rate, Sub
0834 Counselor, Hourly Rate, SFP
0836 Counselor, Hourly Rate, Sub (SFP)
0840 Instructor-Advisor, Hourly Rate
0842 Instructor-Advisor Hourly Rate, Sub
0844 Instructor-Advisor, Hourly Rate (SFP)
0846 Instructor-Advisor, Hourly Rate, Sub (SFP)
0850 Librarian, Hourly Rate
0852 Librarian, Hourly Rate, Sub
0854 Librarian, Hourly Rate, (SFP)
0856 Librarian, Hourly Rate Sub (SFP)
0860 Nurse, Hourly Rate
0862 Nurse, Hourly Rate, Sub
0863 Nurse, Hourly Rate, (SFP)
0864 Nurse, Hourly Rate Sub (SFP)
0870 Instr/Head Coach, Hourly Rate
0888 Bargaining Unit Rep. Hourly Rate
0913 Instructor, Training Semester

0914 Instructor, Training Quarter
0921 Supplemental Instructor (Semester Project)
0931 Supplemental Instructor, Curriculum
0933 Athletic Coach
0950 Department Chairperson, Hourly Rate, Sem Pmt
0955 Instructor, Hourly Rate, Continuous Overload Pmt

ARTICLE 4, ACADEMIC FREEDOM

The Faculty shall have the Academic Freedom to seek the truth and guarantee freedom of learning to the students.

ARTICLE 5, NON-DISCRIMINATION

The Board and the AFT agree not to discriminate against any faculty member on the basis of race, color, creed, national origin, religion, sex, age, sexual preference, political beliefs, political activities, political affiliations, marital status, or disability as defined by the Americans With Disabilities Act. The Board and the AFT agree to comply with all federal and state laws regarding non-discrimination.

ARTICLE 6, GENERAL PROVISIONS

- A. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary and mutual consent of the parties in a written and signed amendment to this Agreement.
- B. All public information of the District shall be made available to the Exclusive Representative upon request. All information given general distribution to management necessary for the enforcement of the contract shall be provided to AFT upon issuance and/or distribution.
- C. The Board shall not discriminate against faculty members or applicants for faculty positions because of their membership in the AFT or because of their exercise of other rights to meeting and negotiating as provided by law.
- D. This Agreement shall modify, replace or add to any policies, rules, regulations, or procedures of the Board and the District which shall be contrary to or inconsistent with any provisions of this Agreement. The Board or its representatives shall take no action to adopt or modify any written policy, rule, regulation or procedure governing conditions of employment in effect at the time of this Agreement's execution and which is not superseded by this Agreement without consulting with the AFT in a good faith effort to reach agreement.
- E. This Agreement is not intended to modify or replace by any of its terms the rights of every faculty member in the bargaining unit under the law. Both parties agree to comply with state and/or federal laws.
- F. In the event that any provisions of this Agreement are or shall be at any time determined to be contrary to law by a court of competent jurisdiction, all other provisions of this Agreement shall continue in effect.
- G. Rights and benefits of faculty members as set forth in this Agreement shall be made part of any individual contract of employment when and if issued to any faculty member.

ARTICLE 7, BOARD OF TRUSTEES RIGHTS AND RESPONSIBILITIES

The Board of Trustees of the Los Angeles Community College District has all the customary and usual rights, powers, functions, and authority established in California Government Code Sections 3540-3549.3. Except to the extent limited by the specific and express terms and conditions of this Agreement, the management, direction, supervision (including the right to observe classroom activity after prior notice is given to the instructor), and control of the Los Angeles Community College District operations, working force and facilities are vested in the Board of Trustees. Except to the extent limited by the specific and express terms and conditions of this Agreement, the right to select, direct and control the District business operations and working force; to hire, suspend, transfer, lay off, and to discipline or discharge employees; and the right to require employees to observe written rules and regulations not inconsistent with this Agreement, are all vested in the Board of Trustees of the Los Angeles Community College District.

The Board of Trustees may legally delegate or assign any Board rights or responsibilities to management or to such other official persons, divisions, departments and committees as it shall determine appropriate.

ARTICLE 8, AFT RIGHTS

- A. Each member of the AFT shall be entitled to payroll deduction for membership dues to the AFT. Additional deductions shall be remitted by the District in accordance with law or mutual agreement of the parties. Such deductions shall include Tax Shelter Annuities (TSA), COPE, legal defense, and insurance. The AFT shall calculate the amount to be deducted and advise the District of that amount to be withheld in each particular case. Such deductions shall be effectuated as soon as it is administratively feasible.
- B. The AFT shall have the right of access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes, and other means of communication, subject to reasonable regulation, and the right to use institutional facilities and equipment provided that such use or access shall not interfere with nor interrupt normal District or campus operations nor shall such use cause an additional or an increased maintenance cost to the District. In cases of use or access that will result in additional costs to the District, arrangements shall be made prior to use for reimbursement to the District by the AFT. Rules relating to civic center permits shall apply to AFT meetings except AFT is not required to have a civic center permit and is not required to pay for the permit except as indicated above if additional costs to the District are incurred.
Meetings which could include political rallies may be sponsored by AFT provided that all advertisements are clearly identified that AFT is the sponsoring organization.
- C. The AFT shall be entitled to representatives at all Board meetings and shall be allowed to speak on any item on any agenda in accordance with existing Board Rules. AFT shall be furnished Board agendas and minutes at the same time as such are made available to the public.
- D. Subsequent to mutual agreement on the format, copies of this Agreement shall be printed at the shared expense of the parties within thirty (30) days after it becomes effective and a copy distributed by the AFT to each faculty member now employed. The District shall distribute a copy to new employees.
- E. Upon written request of AFT, the Board shall furnish to the AFT all available information that is available to the public concerning items affecting the bargaining unit, including but not limited to financial reports and audits, rosters of all personnel, tentative budgetary requirements, allocation of State and Federal funds, student enrollment data, and

such other information as will assist the AFT in developing intelligent, accurate, informed, and constructive programs on behalf of the faculty and students, together with information which may be necessary for the AFT to process any grievance or complaint. The Board shall also furnish to the AFT all names, telephone numbers and addresses of employees assigned to the faculty unit based on current information in District computer files. The District shall provide the AFT a copy of the database documentation maintained by its technical staff. Corrected documentation shall be provided to the AFT as it becomes available.

In addition, the District shall provide to the AFT by the fifth week of each semester, lists of all faculty with active assignments by discipline both District wide and by campus/worksite.

- F. At the close of each pay period, the District shall provide the AFT with a list of all newly employed and newly terminated faculty members. Addresses, telephone numbers and location shall be provided in electronic form to the AFT by the District as soon as possible. All AFT access to District data in electronic form shall be via extract files. The AFT shall, at its request, be provided access to the LACCD network to include use of E-mail as an addressee, Internet access, and limited file transfer, but not including timesharing, or other services such as word processing. Access to online inquiry capability (TPE or equivalent) shall be provided as agreed to in consultation between the AFT and the District. The AFT shall bear the cost of one-time (startup) charges and monthly charges associated with implementing and maintaining such network access.
- G. Designated representatives of the Board and the AFT shall meet on a mutually agreed-upon date, place and time at least once every month for the purpose of reviewing the administration of the Agreement in force and attempting to resolve any other problems that may arise. Both parties may submit an agenda for discussion.
- H. The College President, or designee, and the designated campus AFT representative shall meet on a mutually agreed-upon date, place and time at least once a month for the purpose of reviewing the administration of the agreement articles relating solely to campus matters. Both parties may submit an agenda for discussion.
- I. Upon written request of the AFT at least six (6) weeks in advance of the beginning of any semester, the Board shall grant a maximum of 6 FTE, with a maximum of .6 FTE granted to any individual beyond one who may receive 1.0 FTE, of released time with pay as designated by the AFT. Such reduced load privilege is for the purpose of facilitating the AFT's processing of grievances and the implementation of the Agreement.

ARTICLE 9, WORK ENVIRONMENT

- A. The District shall provide conditions for a safe and healthful work environment.
- B. The District shall provide sanitary and adequately maintained restrooms, full-time faculty office space with phone access and other comfort facilities, and office space and/or storage space and phone access for part-time on-campus faculty. The District shall provide authorized instructional supplies, reprographic and audio-visual services for all faculty; however, use of such services shall be limited to classroom instructional activities only.
- C. The District and the faculty shall conduct all activities on campus in accordance with established health, safety, fire, and applicable OSHA regulations.
- D. Each campus shall establish a Work Environment Committee composed of five (5) faculty members designated by the AFT and two (2) administrators designated by the College President and other employees as designated by their contracts with the District. The chairperson of the College Work Environment Committee shall be one of the faculty

members and shall be elected by the committee. The term of office shall be two (2) years. The College Work Environment Committee shall consider all work environment matters including, but not limited to: facilities, office space, air quality, lighting, VDT usage, health, safety, and sanitation. The committee shall make recommendations to the administration regarding work environment issues. Such recommendations shall be considered for implementation in the development of the annual college budget.

E. Smoking shall be prohibited in all faculty offices.

F. VDT Policy

1. Any faculty member working ten (10) hours or more per week on campus at a VDT on tasks related to his/her assignment shall be provided access to work stations, equipment, working conditions and other benefits which meet state-of-the-art ergonomic standards as specified in Appendix G.
2. Faculty VDT users as defined in F.1. above shall be afforded the opportunity, upon request, for training and education as outlined in Appendix G.

ARTICLE 10, CALENDAR

A. For calendars 1994-95, 1995-96 and 1996-97 see Appendix H.

B. The first day of the Fall semester will serve as a mandatory on-campus Professional Development Day for the entire District. However, Professional Development activities are limited to day classes only. There shall also be five (5) Professional Development Days during intersession. Faculty shall have the option of banking up to all five (5) of the intersession Professional Development Days. The agenda for the Professional Development days will be determined by the Academic Senate in consultation with the college president.

ARTICLE 11, HOLIDAYS AND VACATION DAYS

A. Authorized Legal Holidays: January 1, Martin Luther King Day, Lincoln Day, Washington Day, Memorial Day, July 4, Labor Day, Admission Day, Veterans Day, Thanksgiving Day, Thanksgiving Friday, and December 25. (Admission Day to be observed on the Tuesday after Labor Day.)

B. Authorized Vacation Days: Saturday following Thanksgiving, any Saturday following a Friday holiday/vacation day and preceding a Monday holiday/vacation day, Winter Vacation, Spring Vacation, and at least one other day as indicated on the college calendar.

C. Commemorative Days: The Board and AFT jointly agree to recognize and observe commemorative days for individuals and/or groups who have historical or cultural importance. These days shall include Japanese Relocation Memorial Day (February 19), African American Day (March 5th), International Women's Day (March 8), Cinco de Mayo (May 5), Warsaw Ghetto Day (May 8), Asian New Year (relocatable), Armenian Holocaust Day (April 24), Susan B. Anthony Day (August 26), and Bloomsday (June 4). Additional commemorative days may be added to the above list subject to the approval of the Board.

D. Monthly and Hourly Rate Employees (other than substitute)

1. An employee shall receive pay in a regular assignment, or in an assignment in lieu of his/her regular assignment as a temporary consultant, acting employee, or as a substitute in a higher class than that of the regular assignment for holidays and vacation days listed in Section A and B and for other holidays or vacation days authorized by the Board for employees on his/her assignment code basis, if:

- a. The holiday/vacation day is one of his/her regular assigned days, and
 - b. He/She has been in paid status during any portion of either the last working day of his/her assignment before the holiday/vacation day or on the first working day of his/her assignment after the holiday/vacation day.
2. Employees on illness leave on either side of a holiday/vacation day will receive holiday/vacation pay, if eligible, without having the time charged to illness pay allowances. Employees on sabbatical leave receive the same pay for holidays/vacation days as for working days.
 3. Compensatory Time Off: Any employee who agrees to work and is assigned by the College President or Vice Chancellor to perform necessary services during a holiday or vacation day will be allowed compensatory time off after the service has been rendered. Such time off must be during the same academic year in which the service was rendered and must be at a time approved by the President or Vice Chancellor; no substitute will be provided during the period of compensatory time off for non-classroom employees. Substitutes will be assigned for classroom employees. The employee requested to work by administrator, supervisor or management may receive cash payment at the employee's discretion in lieu of taking compensatory time for working on a holiday or vacation day.
 4. Notwithstanding the provisions of Article 11.D.3., the Counseling Department Chair and the appropriate administrator shall agree upon the skeletal staffing need of the counseling department during the Professional Development Days listed at the beginning of the Spring semester. The Counselor(s) and/or Instructor-Advisor(s) who render service during the Professional Development days for which the employee has already banked the time in approved Professional Development activities on his/her own time, shall be granted compensatory time off or pay after the service has been rendered. Such time off must be during the same fiscal year in which the service was rendered, but not on a day when the counselor teaches a scheduled class as part of his/her regular assignment, and if time off is not granted any ungranted time must be paid at the close of the fiscal year. The scheduling of such time off and whether the payback shall be by time off or by paid compensation, shall be at the discretion of and subject to the approval of the department chair and the appropriate administrator. If the department chair and the appropriate administrator cannot agree, the decision as to method of payback and scheduling of any time off shall be made by the College President.

Once the skeletal staffing need for the Counseling Department has been determined, assignments shall be made as follows:

- a. Volunteers will be given priority to serve.
 - b. If the staffing need is not met by volunteers, the Counseling Department Chair will make assignments from the Department ("Department" shall include all faculty assigned as counselors or instructor-advisors) in reverse District seniority order. Once a person serves, he/she shall not be required to serve again until everyone in the Department has served.
- E. Substitute Employees: A substitute employee with substitute status only or on leave from regular status to serve as a substitute receives pay for holidays or vacation days if:
1. The holiday/vacation day is one of the assigned days of the regular employee in whose place the substitute is serving, and
 2. The substitute employee has status as a substitute on the holidays/vacation days for which salary is received, and

3. For holidays/vacation days of one or two days, the substitute employee must serve as a substitute for the same regular employee on a portion of the last working day of that employee's assignment before the holiday/vacation day and on any portion of the first working day of that employee's assignment after the holiday/vacation day or
4. Holidays or vacation days of more than two days:
 - a. For holiday/vacation day pay for the Winter Vacation period, the substitute must have been paid for at least the number of hours corresponding to sixty (60) days within the B, C, or D assignment basis during the current academic year up to and including the last working day prior to the Winter Vacation. The sixty (60) days include pay for holidays/vacation days during the first, second, and third school months, but exclude prospective pay during the fourth school month, whether or not there are working days after the holiday/vacation day.
 - b. For the Spring Vacation period, the substitute must have been paid for at least the number of hours corresponding to thirty (30) days from the beginning of the sixth school month up to and including the last working day of the week prior to the Spring Vacation.
- F. Change of Status: A substitute who is made probationary or permanent immediately following a holiday or vacation day shall receive holiday/vacation pay at his/her substitute rate if he/she serves as a substitute for a regular employee on the last day of that employee's assignment before the holiday/vacation day or on the first day of his/her own assignment after the holiday/vacation day and the holiday/vacation day is one of his/her assigned days. For holidays or vacation days of more than two days, payment is based on the requirements listed in E.4. above.
- G. All full-time employees assigned to non-classroom teaching duties may elect, subject to the approval of the College President or Vice Chancellor, to take vacation days at a time other than when the vacation day is scheduled. These vacation days must be taken during the period of time such an employee is normally assigned.

ARTICLE 12, CLASS SIZE

- A. Each department shall, as a goal, maintain an average class size of 34 students at the first census. In no way is this goal intended as a device for calculations related to a reduction of class offerings. Class offerings are determined by an array of data including but not limited to student demand, articulation agreements, graduation requirements, facility limitations, equipment limitations and others.
- B. The average class size shall be reduced if:
 1. State or Federal laws or regulations or accrediting agencies such as that for Allied Health (or Nursing) restrict the teacher-student ratio for classes offered by the department, or
 2. The facilities of the department or number of work stations, or where equipment, supervision or safety requirements restrict the size of the classes, or
 3. The Chancellor grants an exception based upon the recommendation of the College President or his/her designee.
- C. Departments excepted from the average class size under Section B.2. shall have their new average class size approved by the College President in consultation with the AFT Chapter Chair. This information shall be provided to the AFT and the Office of Academic Affairs.

- D. To insure compliance with this Article, the President must take such steps as are reasonable and consistent with the terms and conditions of this Agreement.
- E. The President or his/her designee, in consultation with the Department Chair, shall establish class section enrollment limits in excess of the average class size to insure compliance with this Article and provide the information to the Office of Academic Affairs.
- F. Classes of fourteen (14) or less enrollment may be cancelled prior to the first class meeting. Classes with fourteen (14) or fewer students in attendance may be cancelled during the first two weeks of the semester. The cancellation(s) shall be done by the Vice President of Academic Affairs or his/her designee after consultation with either the Department Chair or the faculty member involved, whenever possible. Classes of fifteen (15) or more students shall not be cancelled due to lack of enrollment. No class shall be cancelled after the first two weeks of the semester except in cases of emergency defined as an act of God, death, or other highly unusual physical situation or calamity.
- G. Advanced classes, as determined by mutual agreement of the parties or their designees, may be cancelled prior to the first class meeting if seven (7) or fewer students are enrolled. Advanced classes shall not be cancelled if at least eight (8) students are enrolled at the first class meeting or are attending as of the close of the second week of class meetings. The AFT and the District shall review the criteria previously used for identifying advanced classes and identify any new classes which meet any new criteria established.
- H. Departments currently meeting or exceeding class size goals have the right to schedule their own classes in consultation with the Vice President of Academic Affairs or his/her designee. Scheduling in departments not meeting class size goals shall be done with the approval of the Vice President of Academic Affairs or his/her designee.

ARTICLE 13, ASSIGNMENT

A. Assignment, Full Time

1. Annual Assignment. The AFT and the District shall in good faith continue exploration of the suitability and feasibility of providing the opportunity for faculty on a volunteer basis to substitute an alternate twelve (12) week summer assignment for either the Fall semester or Spring semester or some alternate thereof. This exploration is conducted with the view that, if both parties find conditions acceptable, equitable, practicable, and legal for the adoption of such a voluntary change in annual assignments, they will make a good faith effort to negotiate such a change.
2. Classroom Faculty Members. Monthly rate faculty members paid on the Preparation Salary Schedule who are assigned to full-time classroom positions shall render service to the District for 30 hours per week exclusive of duty-free mealtimes with discipline teaching hours in accordance with Table A.
3. Librarians. Monthly rate Librarians paid on the Preparation Salary Schedule who are assigned to full time positions shall render service to the District for 30 hours per week exclusive of duty-free mealtimes.
4. Counselors and Instructor-Advisors. Monthly rate Counselors and Instructor-Advisors paid on the Preparation Salary Schedule who are assigned to full time positions shall render service to the District for 35 hours per week exclusive of duty-free mealtimes.
5. College Nurses. Monthly rate College Nurses paid on the Preparation Salary Schedule who are assigned to full-time positions shall render service to the District for 35 hours per week exclusive of duty-free mealtimes.

6. Consulting Instructors. Monthly rate Consulting Instructors paid on the Preparation Salary Schedule who are assigned to full-time positions, except those assigned to the Campus Learning Skills Center, shall render service to the District for 35 hours per week exclusive of duty-free mealtimes.
7. Instructor Special Assignment. Monthly rate Instructors Special Assignment paid on the Preparation Salary Schedule who are assigned to full-time positions, except those assigned to the Campus Learning Skills Center, shall render service to the District for 35 hours per week exclusive of duty-free mealtimes.
8. Faculty Members Assigned to Teach in the Campus Learning Skills Center. Monthly rate faculty members paid on the Preparation Salary Schedule who are assigned to teach courses scheduled in an individualized mode in the Campus Learning Skills Center, or elsewhere following a similar mode of instruction, shall do so for 25 hours per week and shall render service to the District for 30 hours per week exclusive of duty-free mealtimes.
9. Child Development Center Directors and Teachers. Monthly rate Child Development Center Directors and Teachers paid on the Preparation Salary Schedule who are assigned to full time positions shall render service to the District for 35 hours per week exclusive of duty-free mealtimes.
10. PACE. Faculty assigned to PACE courses shall be monthly rate employees. Hours assigned in excess of a full time assignment shall be paid at the hourly rate consistent with Article 29. Such hourly assignments shall not be considered as hourly rate assignments with respect to Article 16. As a goal 20% of PACE classes each semester should be taught by contract, regular or substitute faculty. Employees once hired as contract employees in the PACE program are not eligible for reassignment outside the PACE program without approval of the College President or his/her designee.
PACE Directors shall be assigned as Instructor Special Assignment for a minimum of 0.6 of a full-time assignment in the academic year. Directors who are responsible for multiple tracks shall be eligible for one fulltime assignment as an Instructor Special Assignment for the academic year.
11. Instructional Television
 - a. The assignment of faculty to Instructional Television courses shall be considered 0.4 FTE for the semester and 1 FTE in Summer.
 - b. Courses with fewer than 80 enrollments as of the close of the tenth instructional day of the semester in which the course appears on TV may be cancelled and the teaching assignment terminated. The Instructor shall be reassigned if regular or contract status is held.
 - c. In the event an ITV course official enrollment exceeds 240 students, a second section shall be created.
 - d. All ITV assignments shall first be offered to regular faculty.
 - e. If regular faculty members are not available to accept ITV assignments, temporary assignments may be offered to non-regular employees as ITV instructors in accordance with the District's rules.
 - f. The ITV evaluation process shall parallel the process for part-time instructors with the Director of ITV acting as the Department Chair.
 - g. The District and the AFT agree to establish a joint labor-management committee which shall study the contractual issues involved in nontraditional modes of instruction such as, but not limited to, ITV and other distance learning, PACE, and travel

study, including FTE, class size and class limits, and possible decentralization of ITV.

B. Assignments, Fractional

Monthly rate employees who are assigned for less than full time shall render service for the number of hours based upon the proportion that their fractional assignment is to a full assignment.

C. Assignments, Hourly Rate

The basic hourly rate assignment shall be seven (7) hours per week or less. The basic hourly rate assignment may be increased to a maximum of sixty percent (60%) of a full assignment per week averaged over the semester upon application to the College President by the Department, recommendation of the College President, and approval of the Vice Chancellor, Division of Human Resources.

D. Assignments, Conditions and/or Exceptions

1. Traditional Assignment. A traditional full-time assignment shall be served between 7 a.m. and 4 p.m. during a Monday through Friday time span. No faculty member shall be assigned with a break of more than three (3) hours in a given day unless the reasons for such assignment are provided in writing to the employee so assigned.

2. Non-Traditional Assignment.

a. A non-traditional assignment may be served in one of the following manners:

(1) A full assignment of four days and/or evenings.

(2) A split assignment requiring both day and evening campus assignments for a full assignment.

(3) Saturday or Outreach assignments.

(4) Traveling teacher assignment - a full assignment which includes more than one campus in the District.

b. If an involuntary non-traditional assignment is made, it shall be made in reverse department/discipline seniority order. No faculty member may be given a second involuntary non-traditional assignment until all other members of the department/discipline have been so assigned.

c. An involuntary non-traditional assignment shall not be made unless the reasons for such assignment are provided in writing to the employee being so assigned. Under no circumstances shall an involuntary split assignment continue for more than six (6) semesters.

d. An instructor who has an evening class as part of his/her fulltime load shall not have a five day teaching schedule without his/her consent.

3. Teaching Hours. Effective the Fall 1993 semester the teaching hours assignment of each full-time faculty member except those assigned to teach instructional television, or courses offered in an individual study mode shall be the number of hours listed for the discipline in Table A. The teaching hours may be averaged over the life of this Agreement but may never vary by more than a total accumulated sum of five (5) hours. In the event that a faculty member who has a teaching assignment to be averaged over the life of the Agreement fails to have his/her load averaged, he/she may choose to be paid at the hourly rate in effect at the conclusion of this Agreement, or upon retirement or separation from service, or extend the averaging into the next Agreement. In the event that a faculty member who has a teaching assignment to be averaged over the life of this Agreement goes on leave, the substitute, if any, may be

assigned the teaching hours which would have been assigned to the faculty member on leave.

Notwithstanding the above provisions limiting overload and underload, for an instructor who has an overload equal to a portion of a class, the instructor may elect to be paid at his/her hourly rate for that portion of a class provided that the AFT campus chapter chair and the college president or his/her designee agree to such overpayment. If agreement is reached to pay for partial overload, said payment shall be exempt from the provisions of Article 16, Retention and Seniority, Hourly Rate, and the payment shall be made during the pay period in which the partial class was taught. Such payment shall be exempt from the percentage limitation provided in Article 13.C.

4. Contract Courses. All faculty members assigned in programs for which the costs are fully or partially paid under contracts between the District and another party shall be assigned and compensated in accordance with the provisions of this Agreement. Article 15, Summer Session Assignment, and Article 16, Retention and Seniority, shall not apply to contract courses except that if a regular employee or an employee on the hourly rate seniority list is selected to teach a course, he/she shall be granted hourly rate seniority. If an employee is assigned to a contract course at the hourly rate which extends into the Summer Session for more than five (5) weeks or the Summer Session portion is more than one half the time that such course occurs, he/she shall be paid according to the Summer Salary Schedule, if he/she is a regular employee.

Regular employees and employees on the hourly rate seniority list at a college offering contract courses shall be given first consideration for assignment to teach the course and, if qualified (including the specialized expertise required to teach the course as determined by the appropriate department chair and the contractee), shall be offered an assignment to teach the course according to provisions of Article 16 and shall be given hourly rate seniority credit according to provisions of Article 16.

If an individual has satisfactorily taught a contract course, he/she shall have the right to continue teaching the course if it is offered again regardless of where the course is taught.

The collective bargaining agreement shall not apply to contracts for military education except for those individuals who gained contract (probationary) or regular (permanent) status with the District prior to their military education assignment.

5. Teaching Hours in New Disciplines. The teaching hours in disciplines not listed in Table A shall be established as a result of mutual agreement in consultation between the Board and the AFT.

6. Related Duties

- a. All monthly rate faculty assigned to teaching duties shall maintain a posted schedule of office hours per week at a reasonable time for student consultation as indicated below. A copy of the office hours shall be given to the Vice President of Academic Affairs.

Table A Teaching Hours	Schedule Office Hours
12 to 15	5
16	4
17	3
18 and over	2

- b. All monthly rate faculty assigned to teaching duties shall be available for student consultation by appointment, upon request by the student.
 - c. It is the responsibility of all monthly rate faculty assigned under the provisions of this Article to be involved in college activities. These activities may include, but are not limited to, evaluation of student performance, curriculum development, sponsorship of co-curricular groups, college or District committee work, faculty meetings, or in-service training or staff development. The responsibility for involvement in college activities and assignments shall not exceed the total hours indicated in Section A of this Article.
 - d. All faculty shall maintain accurate records of grades, attendance, and class exclusions in accordance with District policy, rules, regulations and procedures.
 - e. Permanent rosters, grade report forms, and exclusion rosters shall be given to the appropriate college administrator on or before the due dates established by the College President. The due date for the above mentioned rosters and forms shall not be less than eight (8) calendar days after the rosters and forms are distributed to the faculty. All grade report forms must be turned in no later than five (5) college work days (days the college is open for business) after the last day of the final examination period.
- 7. Contract Faculty Members. Contract faculty members hired from specific eligible lists shall be assigned in their eligible subject fields only.
 - 8. Regular Faculty Members. A regular faculty member may be assigned to serve in a discipline other than the one in which such faculty member was hired provided the faculty member has the qualifications and is competent to serve in that discipline.
 - 9. Only regular faculty members and contract faculty members shall be eligible for assignment as Consulting Instructor or Instructor Special Assignment. First year contract faculty members may be so assigned only up to forty (40) percent of a fulltime assignment; second year contract faculty members may be so assigned only up to sixty (60) percent of a fulltime assignment; third and fourth year contract faculty members may be so assigned only up to eighty (80) percent of a fulltime assignment.
 - 10. Regular faculty members and second year contract faculty members shall be eligible for assignment as Consulting Instructor or Instructor Special Assignment in Specially Funded Programs.
 - 11. Other faculty members may be initially hired and assigned as Consulting Instructor or Instructor Special Assignment in Specially Funded Programs. No faculty member so initially hired and assigned shall be granted contract status based upon service in such a position.
- E. The District may employ District retirees in the temporary position of Senior Instructor for instructor, counselor and librarian service, using the standard class codes for such positions but a special status code.
 - 1. The retiree must have retired from a full-time monthly rate certificated position with the District, and must have held a full-time assignment in the District as an instructor, counselor, or librarian.
 - 2. The retiree's assignment as a Senior Instructor may not exceed 100% of full time, but may be of any value less than 100%, except as limited by 6. below. No class may be a part of the assignment of a Senior Instructor, unless (1) the class was staffed the previous semester not at hourly rate, or (2) the class is one of a pattern of classes offered over the previous two semesters or more not at hourly rate, or (3) the class has first been offered to each person on the hourly seniority list for one class who has not

been assigned one hourly class, and the class has first been offered to each person on the hourly seniority list for more than one class who has not been assigned two hourly classes.

3. A Senior Instructor shall have the same assignment and duties, according to Article 13 Sections A, B and D, as a temporary monthly-rate counselor, instructor, or librarian who is not a Senior Instructor.
4. The fulltime rate of pay shall be one-half the current preparation schedule rate for the step and column assigned to the retiree at the time of his/her retirement, including counselor, certificate and degree differentials and any increments due for the position, but not including the department chair differential.
5. A Senior Instructor may not bump hourly-rate employees in the same manner as may other monthly-rate employees, pursuant to Article 16.D.1. A Senior Instructor teaching a full load in a discipline with teaching hours greater than 18 shall be paid one-half the hourly overbase rate for additional hours beyond 18.
6. All Senior Instructor employment shall be at the discretion of the District on an as-needed basis, and subject to approval by the department in which the service lies. Article 16 shall not apply to Senior Instructor service. Such employment must be a legal temporary assignment under the Education Code, e.g. it cannot be the third temporary assignment exceeding 60% of full-time in regular funds within three consecutive school years.

TABLE A
Standard Teaching Hours

DISCIPLINE	Hours
ACCOUNTING	15
ADMINISTRATION OF JUSTICE	15
ADMINISTRATIVE HOUSEKEEPING.....	15
AEROSPACE PRODUCTION TECHNOLOGY	20
AFRICAN-AMERICAN STUDIES.....	15
AGRICULTURAL ENGINEERING	18
AGRICULTURE	18
AGRICULTURE BUSINESS.....	18
AIR COOLED ENGINE PRODUCTS REPAIR.....	21
AIR CONDITIONING AND REFRIGERATION	15
AIR CONDITIONING TECHNIQUES-BASIC	21
AIR CONDITIONING & REFRIGERATING TECHNOLOGY	20
AIR CONDITIONING/REFRIGERATION - APREN.....	21
AIRCRAFT ELECTRONICS TECHNOLOGY	20
AIRCRAFT PRODUCTION SKILLS	20
ALCOHOL STUDIES	15
ALLIED HEALTH	15
AMERICAN CULTURAL STUDIES.....	15
AMERICAN SIGN LANGUAGE	15
ANATOMY.....	15
ANIMAL HUSBANDRY	18
ANTHROPOLOGY	15
ARABIC	15

ARCHITECTURAL TECHNOLOGY	21
ARCHITECTURE	15
ARMENIAN	15
ART	15
ASIAN-AMERICAN STUDIES	15
ASTRONOMY	15
AUTOMOTIVE COLLISION REPAIR	21
AUTOMATIC SPRINKLER FOR APPRENTICES	21
AUTOMATIC VENDING MACHINE TECHNICIAN	21
AUTOMOTIVE DIESEL MECHANICS	18
AUTOMOTIVE ENGINE TECHNOLOGY	15
AUTOMOTIVE MECHANICS	21
AUTOMOTIVE MECHANICS FOR APPRENTICES	21
AUTOMOTIVE SERVICE	21
AUTOMOTIVE SERVICE TECHNOLOGY	15
AUTOMOTIVE TECHNOLOGY	15
AVIATION MAINTENANCE TECHNICIAN	20
BAKING, PROFESSIONAL	21
BIO-MEDICAL TECHNOLOGY	21
BIOLOGY	15
BOTANY	15
BRICKMASONRY	21
BROADCASTING	15
BUILDING & GROUNDS MANAGEMENT	21
BUILDING CONSTRUCTION TECHNIQUES	21
BUSINESS	15
BUSINESS DATA PROCESSING	15
CABINET MILLWORK - APPRENTICE	21
CABINETMAKING AND MILLWORK	21
CANCER PROGRAM MANAGEMENT	15
CARPENTRY	21
CARPENTRY APPRENTICE	21
CATERING ARTS	21
CERAMICS TECHNOLOGY	21
CHEMICAL DEPENDENCY	15
CHEMICAL TECHNOLOGY	18
CHEMISTRY	15
CHICANO STUDIES	15
CHILD DEVELOPMENT	15
CHINESE	15
CINEMA	15
CLOTHING MANUFACTURER'S ASSISTANT	21
COMMERCIAL ART	21
COMMUNITY CARE FACILITY MANAGEMENT	15
COMMUNITY DEVELOPMENT	15
COMPUTER INFORMATION SYSTEMS	15
COMPUTER SCIENCE-INFORMATION TECHNOLOGY	15

COMPUTER TECHNOLOGY	15
CONSUMER ELECTRONICS TECHNICIAN	21
CONSUMER STUDIES	15
COOK, ASSISTANT	21
COOKING, INSTITUTIONAL	21
COOPERATIVE EDUCATION	21
CORRECTIONS	15
COSMETOLOGY	21
CULINARY ARTS	21
CULINARY ARTS - APPRENTICE	21
DAIRY HUSBANDRY	18
DENTAL ASSISTING	18
DENTAL HYGIENE	18
DENTAL TECHNOLOGY	18
DEVELOPMENTAL COMMUNICATIONS	12
DIESEL AND RELATED TECHNOLOGY	21
DIESEL ELECTRIC LOCOMOTIVE FOR APPREN	21
DIESEL ENGINE MECHANIC - APPRENTICE	21
DIESEL TECHNOLOGY	18
DRAFTING	15
DRAFTING ROOM ASSISTANT	21
DRAFTING WORK-STUDY	21
EARTH SCIENCE	15
ECONOMICS	15
EDUCATION	15
EDUCATION-SPECIAL	15
ELECTRIC MOTOR REPAIR	21
ELECTRICAL CABLE SPLICER	21
ELECTRICAL CABLE SPLICER FOR APPRENTICES	21
ELECTRICAL CONSTRUCTION AND MAINTENANCE	21
ELECTRICAL CONSTRUCTION ENGINEERING	21
ELECTRICAL LINEMAN FOR APPRENTICES	21
ELECTRICAL MECHANIC FOR APPRENTICES	21
ELECTRICAL SUPPLY & EQUIPMENT PROCESSING	21
ELECTROMECHANICAL TECHNOLOGY	15
ELECTRICAL WIREMAN - APPRENTICES	21
ELECTRICITY	15
ELECTROLYSIS	21
ELECTRON MICROSCOPY	18
ELECTRONICS	15
ELECTRONICS ASSISTANT	21
ELECTRONICS COMMUNICATION	21
ELECTRONICS ENGINEERING TECHNICIAN	21
ELECTRONICS SYSTEM TECHNICIAN	21
ELECTRONICS TECHNOLOGY	21
EMERGENCY DEPARTMENT ASSISTANT	18
ENGINEER-OPERATION/MAINTENANCE	21

ENGINEER OPERATION/MAINTENANCE - APPRENTICE	21
ENGINEERING, TECHNICIAN	15
ENGINEERING, CIVIL	15
ENGINEERING, ELECTRICAL.....	15
ENGINEERING, GENERAL	15
ENGINEERING, MECHANICAL TECHNOLOGY.....	15
ENGLISH.....	12
ENGLISH AS A SECOND LANGUAGE LEVELS 1,2,3,4C,5C,6C,7C	15
ENGLISH AS A SECOND LANGUAGE LEVELS 4A,4B,5A,5B,6A,6B,7A,7B	12
ENTOMOLOGY	15
ENVIRONMENTAL CONTROL TECHNICIAN.....	18
ENVIRONMENTAL HAZARDOUS MATERIALS TECHNOLOGY.....	15
ENVIRONMENTAL SCIENCE.....	15
ESCROW.....	15
FAMILY AND CONSUMER STUDIES	15
FARSI	15
FASHION AND VISUAL MERCHANDISING.....	21
FASHION DESIGN	21
FILIPINO.....	15
FINANCE.....	15
FIRE SCIENCE.....	15
FIRE TECHNOLOGY	15
FLORISTRY HORTICULTURE	18
FLUID POWER	15
FOOD SERVICE MANAGEMENT	15
FRENCH	15
GEOGRAPHY	15
GEOLOGY.....	15
GERMAN.....	15
GLAZING.....	21
GRAPHIC ARTS	15
HEALTH	15
HEALTH INFORMATION TECHNOLOGY.....	15
HEALTH OCCUPATIONS	18
HEALTH SERVICES MANAGEMENT	15
HEBREW.....	15
HISTORY.....	15
HOTEL AND MOTEL MANAGEMENT	21
HUMANITIES	15
IMPORT AUTOMOBILE TECHNOLOGY	20
INDUSTRIAL ARTS.....	15
INDUSTRIAL TECHNOLOGY	15
INDUSTRIAL SEWING.....	21
INSPECTION TECHNOLOGY.....	21
INSURANCE.....	15
INTERIOR DESIGN.....	15
INTERNATIONAL BUSINESS.....	15

ITALIAN	15
JAPANESE	15
JEWISH STUDIES	15
JOURNALLISM.....	15
KOREAN	15
LABOR STUDIES	15
LANDSCAPE GARDENING FOR APPRENTICES	21
LATHING COURSES FOR APPRENTICES	21
LATIN	15
LAW	15
LEARNING SKILLS.....	15
LIBRARY/MEDIA TECHNOLOGY	15
LIBRARY SCIENCE	15
LINGUISTICS	15
LITHOGRAPHY COURSES FOR APPRENTICES	21
MACHINE SHOP	21
MACHINE TOOLS TECHNOLOGY	21
MANAGEMENT	15
MANICURING	21
MARINE TECHNOLOGY	15
MARKETING	15
MATHEMATICS.....	15
MEASUREMENT SCIENCE.....	15
MECHANICAL ASSISTANT	21
MECHANICAL ENGINEERING TECHNOLOGY.....	21
MEDICAL ASSISTING	15
MEDICAL RECORD TECHNOLOGY	15
METALLURGICAL TECHNICIAN	21
METALLURGICAL TECHNICIAN - APPRENTICE	21
METEOROLOGY	15
MICROBIOLOGY.....	15
MICROCOMPUTER TECHNICIAN	21
MILLWRIGHTING	21
MINERALOGY	15
MOTORCYCLE REPAIR MECHANIC	21
MUSIC.....	15
NATURAL RESOURCES MANAGEMENT	15
NEPHROLOGY.....	18
NUCLEAR MEDICINE TECHNOLOGY	21
NUMERICAL CONTROL	15
NURSE AIDE	18
NURSING	18
NURSING, REGISTERED	18
OCCUPATIONAL SAFETY	15
OCCUPATIONAL THERAPY	15
OCEANOGRAPHY	15
OFFICE ADMINISTRATION.....	15

OFFICE MACHINES.....	15
OPERATING ROOM TECHNICIAN.....	21
OPTICS	18
ORNAMENTAL HORTICULTURE.....	18
PAINT TECHNOLOGY.....	21
PAINTING AND DECORATING	21
PERSONAL DEVELOPMENT	15
PHARMACOLOGY TECHNOLOGY	18
PHILOSOPHY.....	15
PHOTO LAB TECHNICIAN.....	21
PHOTOGRAPHY	15
PHOTOGRAPHY - T	21
PHYSICAL EDUCATION	15
PHYSICAL EDUCATION (ACTIVITY).....	18
PHYSICAL SCIENCE.....	15
PHYSICAL THERAPIST ASSISTANT	21
PHYSICS.....	15
PHYSIOLOGY.....	15
PIPING TECHNOLOGY	21
PLANNING-URBAN.....	15
PLASTERING	21
PLASTERING FOR APPRENTICES	21
PLASTICS TECHNICIAN	21
PLUMBING.....	21
POLITICAL SCIENCE.....	15
PORTUGUESE.....	15
PRINTING.....	15
PRINTING-BINDERY	21
PRINTING-GRAPHIC ARTS COMPOSITION	21
PRINTING-GRAPHIC ARTS MANAGEMENT	18
PRINTING-GRAPHIC ARTS PRESSWORK	21
PRINTING-PHOTO-OFFSET	21
PRINTING-PRINTING TECHNOLOGY	21
PROCESS PLANT TECHNOLOGY	15
PROSTHETICS & ORTHOTICS	16
PSYCHIATRIC TECHNICIAN.....	21
PSYCHOLOGY	15
PUBLIC RELATIONS.....	15
PUBLIC SERVICE	15
QUALITY CONTROL	15
RADIO AND TELEVISION.....	21
RADIOLOGIC TECHNOLOGY	21
REAL ESTATE.....	15
RECREATION	15
REFRIGERATION & AIR CONDITIONING MECHANICS	21
RESPIRATORY THERAPY	21
RESTAURANT MANAGEMENT	21

RUSSIAN	15
SCIENCE	15
SHEET METAL WORK	21
SHEET METAL WORK - APPRENTICE	21
SIGN GRAPHICS.....	21
SOCIAL SCIENCE.....	15
SOCIOLOGY	15
SOLID WASTE MANAGEMENT TECHNOLOGY	21
SPANISH.....	15
SPEECH COMMUNICATION	15
STATISTICS	15
STREET MAINTENANCE	21
SUPERVISION.....	15
SUPPLY WATER TECHNOLOGY	21
TAILORING	21
TECHNICAL ILLUSTRATION.....	21
TECHNOLOGY.....	21
TELEPHONE PBX	21
TELEVISION.....	15
THAI	15
THEATER	15
TILESETTING.....	21
TOOL AND MANUFACTURING TECHNOLOGY	15
TRANSPORTATION	15
TRAVEL.....	15
TRUCK MECHANIC - APPRENTICE	21
VISION CARE TECHNICIAN	15
VISUAL ARTS.....	15
VISUAL MERCHANDISING AND DISPLAY.....	21
VOCATIONAL ART FUNDAMENTALS	21
VOLUNTEER PROGRAM MANAGEMENT	15
WASTEWATER TECHNOLOGY	21
WELDING.....	15
WELDING GAS AND ELECTRIC	21
ZOOLOGY.....	15

ARTICLE 14, ASSIGNMENTS, ADDITIONAL AND COACHING

- A. An additional assignment is an assignment given to a faculty member in addition to his/her basic assignment.
- B. Full-time faculty members may accept or reject the offer of an additional assignment.
- C. Additional assignments include, but are not limited to, assignments as a classified employee, an unclassified employee, an hourly rate assignment, a professional expert, a community services employee, or a child development center employee.
- D. Pay for additional assignments shall be in accordance with the appropriate District salary schedule for additional assignments.
- E. Athletic Coaching

Athletic coaching assignments pursuant to E.1 and E.3 below shall not be considered additional assignments. Contract or regular employees initially hired as athletic coaches are not eligible for reassignment from their coaching assignment to one in physical education or health classes, without the approval of the College President or designee. The provisions of this paragraph shall not apply to those employees who are contract or regular on the date of ratification of this Agreement.

1.Regular (permanent) and contract (probationary) faculty members assigned to Athletic Coaching as Head Coaches, except for Head Football Coach, shall be assigned in accordance with the conditions listed in Plan A or Plan B listed below. Head Football coaches may be assigned in accordance with the conditions listed in Plan A, Plan B or Plan C listed below. The head coach shall have the right to choose the plan under which he/she is assigned. Once the choice is made by the Head Coach, it cannot be changed during the current fiscal year. Coaches whose season is extended because of play-off obligations, shall be compensated at the same weekly rate for the period of the play-offs.

a.Plan A

- (1)A head coach may choose to receive coaching pay as limited by Section E.5. of this Article equal to ten (10) hours per week for the number of weeks of the assignment not to exceed the number of weeks that the sport is officially sanctioned by the State Athletic Commission. The coaching pay is equal to the rate listed on the District's salary schedule for Supplemental Instructors. Some sports are sanctioned to begin practice before the academic year begins, during which time a Head Coach is not eligible to receive coaching pay as he/she is being paid preparation salary rate during this period of time;
- (2)receive Preparation Salary Schedule pay for the number of weekdays, exclusive of holidays, that the sport is officially sanctioned to begin practice prior to the beginning of the academic year; and
- (3)have the class that is scheduled for the team sport to be counted as ten (10) hours of physical education or 5/9 FTE, whichever is greater, towards their teaching load for only one semester per academic year for each sport.

b.Plan B

- (1)A head coach may choose to receive Preparation Salary Schedule pay for the number of weekdays, exclusive of holidays, that the sport is officially sanctioned to begin practice prior to the beginning of the academic year;
- (2)have the class that is scheduled for the team sport to be counted as ten (10) hours of physical education or 5/9 FTE, whichever is greater, towards their teaching load for only one semester per academic year for each sport; and
- (3)receive three (3) hours released time during the off-season semester. (The off-season semester is the semester following the semester that the teaching credit in item 2 above was granted.)

c.Plan C (Head Football Coach Only)

- (1)A head football coach may choose to be assigned to the "D" basis;
- (2)have the class that is scheduled for the football team be counted as ten (10) hours of physical education or 5/9 FTE, whichever is greater, toward their teaching load during the Fall semester;
- (3)teach a full load of athletic related Physical Education classes during the Summer Session. The Summer Session article, Article 15, shall not apply to this assignment except the head football coach shall be charged with working during

the Summer(s) which will affect his Summer Session priority position in the future; and

(4) be required to take the 20 or more days of unpaid time during the summer period.

2. Head Athletic Coaches who are not regular (permanent) or contract (probationary) faculty members shall, for the period the sport is officially sanctioned to begin practice up to the start of the semester the sport is officially scheduled, be designated as unclassified Athletic Coaches, but shall receive pay equal to their hourly rate of pay, for a total of ten (10) hours per week. Upon the start of the semester, said Head Athletic Coaches shall be designated as hourly rate instructors and shall receive pay equal to a total of ten (10) hours per week for teaching and coaching physical education intercollegiate sports classes for the number of weeks the sport is officially sanctioned as listed in Section E.1.a.(1) of this article during the academic semester. The hourly rate pay will be in accordance with the District's Hourly Rate Schedule for Part-Time Teaching Employees. Article 16 does not apply to athletic coaches. The standard teaching hours applicable to coaching assignments shall be 24 hours per week, irrespective of Table A in Article 13.
3. Regular (permanent) and contract (probationary) faculty members assigned to Athletic Coaching as Assistant Coaches shall be assigned as indicated in E.1.a.(1), (2) and (3) of this article except the team sport shall be counted as five (5) hours of Physical Education towards their teaching load for only one semester per academic year.
4. Athletic coaches who are not regular (permanent) or contract (probationary) faculty members who are assigned as Assistant Coaches shall receive coaching pay equal to ten (10) hours per week for intercollegiate athletics for the number of weeks the sport is officially sanctioned to begin practice through the completion of the season including play-offs. Such coaches serve in unclassified assignments and the salary paid is the amount listed on the District's unclassified salary schedule for Athletic Coaching. Unclassified Assistant coaches paid in accordance with this section may resolve Article 14, Section E, disputes through Article 28, Grievance Procedure. An unclassified Assistant Coach may not file a grievance over any other term of this Agreement.
5. Athletic coaches shall not receive coaching pay or hourly rate pay for a second coaching assignment if the seasons of the two or more sports the coach is coaching are scheduled during the same calendar period.
6. Each team shall have assigned one Head Coach. Assistant Coaches shall be assigned upon the recommendation of the Head Coach and up to but not to exceed the maximum listed below:
 - a. Football - four
 - b. Basketball - one
 - c. Track - one
 - d. Baseball - one
 - e. Softball - one
 - f. Volleyball - one

Additional assistant coaches may be assigned for any of the intercollegiate athletic teams upon the request of the Head Coach subject to the approval of the Athletic Director and the College President.

7. Coaching and Assistant Coaching assignments are temporary assignments made by the Athletic Director subject to the approval of the College President and may be terminated at any time by the College President. The reason(s) for termination shall be stated in writing.

F. Head Coaches

1. If a campus schedules a men's and women's intercollegiate athletic team in the same sport and all aspects (sanctioned season, practice periods, and competitive schedules) of the teams are the same, the campus may assign one head coach to teach and coach both teams. Such assignment shall be made only with the approval of the College President, Men's Athletic Director, Women's Athletic Director, and the coaches involved.
2. If one person is assigned as the head coach for a men's and women's team in the same sport as indicated above, an assistant coach may be assigned as per the following examples:
 - a. Men's and women's cross-country teams that have the exact same schedule for all activities may assign one person as the head coach for both teams and another person as an assistant coach. The cross-country teams are entitled to two coaches, either two head coaches or one head coach and one assistant coach.
 - b. Men's and women's track and field teams that have the exact same schedule for all activities may assign one person as the head coach for both teams. Each track and field team is entitled to a head coach as well as an assistant coach equaling four coaches. If one person is assigned as the head coach, the campus may assign three assistant coaches.
3. If one coach is assigned as a head coach for a men's and women's team in the same sport as indicated in F.1. above, the sport shall be counted as .5 for both the men's and women's intercollegiate athletic program. Therefore, a men's and women's team coached by one coach shall count for .5 of an athletic director position in both the men's and women's program.

G. Athletic Director

1. Colleges with a men's intercollegiate athletic program of four or more teams are entitled to a men's athletic director who:
 - a. Shall receive pay in accordance with Section E.1.a. of this Article.
 - b. Have his/her teaching load reduced .4 FTE per week.
 - c. May be paid 0.4 FTE for up to 12 weeks during the Summer period.
2. Colleges with a women's intercollegiate athletic program of four or more teams are entitled to a women's athletic director who:
 - a. Shall receive pay in accordance with Section E.1.a. of this Article.
 - b. Have his/her teaching load reduced .4 FTE per week.
 - c. May be paid 0.4 FTE for up to 12 weeks during the Summer period.
3. Athletic Directors may also be Athletic Coaches. If such an assignment is made, the Athletic Director shall:
 - a. Not be eligible for coaching pay as an Athletic Coach.
 - b. Have the athletic team scheduled as part of his/her teaching load.
4. Athletic Director assignments are temporary assignments made by the College President and may be terminated at any time by the College President. The reason(s) for termination shall be stated in writing.

5.The College President may grant reassigned time pursuant to Article 18 for the development of new athletic programs if the Athletic Director is not currently receiving any released time.

H. Supplementary Pay

The College President may make additional assignments for supplementary pay for activities other than athletics. The supplementary pay rate shall be in accordance with the District's salary schedule for supplementary pay.

I.Additional assignments shall be limited to a maximum of forty (40) hours per pay period which includes Hourly Rate Assignments. Exceptions to the forty hour limit may be made upon request by the College President and approved by the Vice Chancellor, Division of Human Resources.

J.If the need arises, the parties agree to establish a committee to study and recommend changes relating to coaching assignments. Said changes shall become effective the date approved by the parties.

K.Instructors hired by semester to teach Individual Applied Music Instruction (Music 180), shall be compensated at the hourly rate for the semester the instructor is employed. The provisions of Article 16 shall not apply to such assignment.

ARTICLE 15, ASSIGNMENT, SUMMER SESSION

A.Definition and Conditions of Assignment

1.A Summer Session Assignment is an extra or temporary assignment of a qualified candidate to serve during an authorized summer session. This assignment is outside of the regular assignment basis and may be authorized only for the period between the last day of the Spring semester and the first day of the next Fall semester.

2.Summer Session Assignments are limited to one full assignment or one class, whichever is greater.

3.When possible, original offers of employment for summer session shall be made no later than April 1. Faculty members receiving offers by April 1 shall either accept or decline an original offer for a summer session assignment in a specific college on or before April 15. Faculty members who receive a subsequent offer of employment for summer session after April 1 shall accept or decline the offer on or before May 15. Refusals subsequent to an acceptance that occur after the deadlines will be counted as through assigned in establishing subsequent summer session priorities.

4.Time served on summer assignments does not count toward tenure, salary advancement or service requirements before or after a leave of absence, or retirement.

5.For Summer session assignments, probationary and tenured faculty shall be paid at the preparation salary schedule rate and all other faculty shall be paid on the respective hourly schedule.

6.Summer Session assignments for travel/study programs shall be made for classes in which 15 students or more are enrolled. An enrolled student is one who has registered for a travel/study course and paid in full all travel and other charges. The administrator in charge of travel/study programs shall have the right to cancel at any time prior to the starting date of the class.

B.Priority

Summer Session Assignments shall be made in the following priority order and shall provide each person assigned with an opportunity for a full assignment in priority order:

1. Monthly rate contract and regular faculty on the campus in a given discipline.
2. Monthly rate contract and regular faculty on another campus in the District in a given discipline.
3. Hourly rate faculty on the campus in a given discipline.
4. Hourly rate faculty on another campus in the District in a given discipline.
5. Any other qualified monthly rate contract and regular faculty member, in the above order, in another discipline.
6. Any other qualified candidate hired in accordance with District hiring procedures.
7. Within each of the above categories the priority rank of the individual faculty member will be determined as follows:
 - a. Base salary for the purposes of this Article shall be 150% of the employee's monthly rate.
 - b. Any assignment in the Los Angeles Community College District in the summer between regular semesters for which the assignment is between .4 and .6, inclusive, of the employee's regular load shall be deemed to be one-half summer assignment in computing priority. Any such assignment which is less than .4 but more than zero percent shall be deemed to be one-fourth summer assignment in computing priority. When the assignment is more than .6 of his/her regular load, he/she will be charged for a full assignment. An assignment in the District wholly or in part at another campus or location, an assignment outside of the faculty member's regular teaching field, or a non-teaching assignment shall be treated in the same manner as an assignment on campus, except as noted in d.(1).
 - c. In establishing eligibility for summer assignments, priority positions shall be given to those faculty members who have been without a summer assignment for the greatest number of years, according to the following chart.

EXAMPLES OF SUMMER SESSION PRIORITY

- 1 Indicates faculty member is charged with having taught full-time according to the above policy.
- 1/2 Indicates faculty member is charged with having taught one-half time.
- 1/4 Indicates faculty member is charged with having taught one-fourth time.
- 0 Indicates faculty member is not charged with having taught.

SUMMER SESSION PRIORITY POSITION CHART

Three Years Ago	Two Years Ago	One Year Ago	Priority Position Number
0	0	0	1
1/4	0	0	2
0	1/4	0	3
0	0	1/4	4
1/2	0	0	5
1/4	1/4	0	6
1/4	0	1/4	7

0	1/2	0	8
0	1/4	1/4	9
0	0	1/2	10
1/2	1/4	0	11
1/4	1/2	0	12
1/2	0	1/4	13
1/4	1/4	1/4	14
1/4	0	1/2	15
0	1/2	1/4	16
0	1/4	1/2	17
1	0	0	18
1/2	1/2	0	19
1/2	1/4	1/4	20
1/2	0	1/2	21
0	1	0	22
1/4	1/2	1/4	23
1/4	1/4	1/2	24
0	1/2	1/2	25
0	0	1	26
1	1/4	0	27
1	0	1/4	28
1/4	1	0	29
1/2	1/2	1/4	30
1/2	1/4	1/2	31
1/4	1/2	1/2	32
0	1	1/4	33
1/4	0	1	34
0	1/4	1	35
1	1/2	0	36
1	1/4	1/4	37
1/2	1	0	38
1	0	1/2	39
1/4	1	1/4	40
1/2	1/2	1/2	41
1/2	0	1	42
0	1	1/2	43
1/4	1/4	1	44
0	1/2	1	45
1	1/2	1/4	46
1	1/4	1/2	47

1/2	1	1/4	48
1/4	1	1/2	49
1/2	1/4	1	50
1/4	1/2	1	51
1	1	0	52
1	1/2	1/2	53
1	0	1	54
1/2	1	1/2	55
1/2	1/2	1	56
0	1	1	57
1	1	1/4	58
1	1/4	1	59
1/4	1	1	60
1	1	1/2	61
1	1/2	1	62
1/2	1	1	63
1	1	1	64

The above chart shall be projected backward until priorities are in accordance with B.7.c.

Any contract faculty member with less than one calendar year of service as of March 1 will be placed at the bottom of the priority list. If there is more than one faculty member in this category in a given department, the tie will be broken in the following sequence: If there are any summer session assignments as a probationary, conditional or substitute, these can be first compared on a three year basis as to number and then to recency. If this fails to break the tie, then the standard procedure used in Priority Rank will be applied. After having taught one full year, any contract faculty member will be assigned a priority on the basis of being charged for those summers he/she has taught in the Los Angeles Community College District.

d.If the above criteria fail to determine priority in a discipline, priority rank will be awarded by applying the following rules in the order listed:

- (1)The faculty member who accepted an assignment at another location in the District shall have priority over one assigned at his/her own College for the next three years only.
- (2)The faculty member who did not have an assignment when compared on a year to year basis beyond three years shall have priority over the one having an assignment the same year. If this procedure reaches the point where one of the instructors was not an employee of the College District, the decision is made using the following step (3) if needed.
- (3)The faculty member with the greater length of service in the Los Angeles Community College District shall have priority.
- (4)In case of an unresolvable tie a drawing will be held by the Dean of Summer Session and the faculty member concerned will be present.

- e. "Bumping" Privilege: "Priority" as used in this policy applies to the right of a faculty member to choose the class or classes from the established summer session schedule which are to constitute his/her summer assignment; "priority" as used in this policy does not include the right of a faculty member to "bump" or replace another faculty member who has a lower priority.

C. Eligibility for Assignment

By February 15 a priority list of faculty will be established for each discipline by the Department Chair. A Copy will be forwarded by the Department Chair to the administrator in charge of summer session. Each faculty member will have the opportunity to accept or refuse an assignment as his/her priority rank is reached. However, he/she will be expected to make this decision within a reasonable time in order that schedules may be printed and those lower on the eligibility list may plan accordingly. Any faculty member who wishes to be considered for a summer assignment shall, upon request, make this intention known to the Summer Session Administrator not later than March 1. (See 7 below for condition for withdrawal).

1. In those departments which have distinct disciplines, a faculty member's name shall appear on only one discipline priority list. A faculty member who has been reassigned for the majority of his/her load, may elect to be placed on the summer priority list of the new discipline the summer following the reassignment. For the purpose of determining priority, counselors and librarians shall be considered as members of the Counseling Department and Library Department, respectively.
 - a. If a position is open for which no one is available from the subject priority list, the assignment will be made on the basis of the individual qualifications of those desiring the assignment.
 - b. Any such assignment which is accepted shall be counted for subsequent priority purposes in the same manner as those made to faculty members on the regular priority lists.
2. A faculty member who voluntarily passes (or refuses) a summer assignment in his/her subject field shall be placed in the same category as those for whom no assignment is available, regardless of his/her reason for such refusal. (This includes faculty members on leave of absence.)
3. No faculty member shall be eligible to teach a course in summer session if he/she refused, on the basis of subject matter, to teach the same course in regular session (assuming that he/she was eligible and qualified to do so).
4. A faculty member, in order to be eligible for summer assignment, must teach the full year preceding the summer session concerned. A faculty member who retires by the end of the academic year and who has taught the full year as stated above is eligible to accept a summer school assignment during the summer immediately following that academic year subject to the availability of an assignment and their placement on the summer school priority list.

Exception: A faculty member on sabbatical or other leave of absence of one year or less shall be considered as teaching on campus, for purposes of priority determination. (In other words, a faculty member on leave for one year or less shall be given the same priority rank that he/she would have received had he/she been teaching at his/her college during the same period.)
5. A faculty member appointed to a college within the year preceding the summer session concerned (other than a transfer from another college in the District) will be placed on the bottom of the priority list (as indicated in Section B.7.c. of this Article).

6.A faculty member who transfers to a college from another college in the District shall be subject to the same priority rules as though his/her community college teaching had been all at his/her current assignment.

7.A faculty member member who withdraws from a previously accepted assignment later than April 15 will have this previous acceptance counted in establishing subsequent priority lists unless adequate reasons for this action are submitted in writing and approved by the Summer Session Committee. These reasons would include emergencies or professional employment opportunities which the faculty member could not have known about at an earlier date.

D.Summer Session Committee

A campus Summer Session Committee shall be established on each campus. It shall consist of no less than two (2) faculty members as determined by campus representatives of the bargaining agent and no less than three (3) administrators as determined by the College President. It shall serve as an appeals committee to hear and rule upon assignment priority matters.

E.Notwithstanding all other sections of this Article, the Travel Study Program Summer Session Assignment shall be made in the following manner:

1.Selection criteria reflecting the requirements of individual courses and countries will be clearly spelled out and announced throughout the District by the Vice Chancellor of Educational Services.

2.Applications shall be sent to the Vice Chancellor of Educational Services and forwarded to the International Education Committee.

3.Only members of the bargaining unit shall be eligible to apply.

4.Selection of instructors for the travel/study program shall be under the direction of the Vice Chancellor of Educational Services. The Selection Committee for each class shall consist of one administrator appointed by the Vice Chancellor of Educational Services, one faculty member from the International Education Committee, one faculty member selected by the bargaining agent, one member from the District Academic Senate selected by the District Senate, and one member from the college department/division that will offer credit for the class selected by the department/division.

5.In selecting travel/study program instructors, members of the Unit submitting travel/study program proposals for the specific travel/study class shall be given priority for assignment for the first two summer sessions of the class, provided that the program is offered a second time within three years. If no instructor has priority for the travel/study program, the selection shall be made by the selection committee as indicated in Section E.4. of this Article.

6.A travel/study summer session assignment shall count as a regular on campus summer session assignment for purposes of establishing subsequent summer session priority.

7.If disputes arise relating to travel/study summer session assignment, the summer session committee shall serve as an appeals committee to hear and rule upon travel/study assignment matters.

ARTICLE 16, RETENTION AND SENIORITY, HOURLY RATE

The right to continue in hourly rate employment is extended to each hourly rate employee at the campus or location the individual is assigned and in the discipline to which assigned in seniority order and in accordance with the provisions of this Article.

A. Obtaining Seniority and Retention Rights

1. Except as noted in section C. of this Article, an hourly rate employee on a given campus on a given discipline's seniority list shall be continued in his/her assignment as long as the need for that assignment continues as determined by the College President. Assignment is defined as one class for teaching assignments, same number of hours for non-teaching assignments, same day(s) of the week, and the same time. An employee may have more than one assignment.
2. Whenever possible hourly rate employees shall be assigned to the same assignment as the previous semester. If it is not possible to assign the employee to the same assignment the hourly rate employee shall be assigned to a comparable position. A comparable position means the same number of hours.
3. Written offers of hourly rate assignments shall be made to individuals based on seniority lists developed by the Vice President of Academic Affairs or his/her designee. Written acceptance or refusal of the offer shall be made within fifteen (15) days of receipt of the offer. Seniority lists shall be updated each semester by the third week of the semester. The Vice President of Academic Affairs shall forward copies of the list to the campus AFT by the Friday of the fourth week of the semester. The Vice President of Academic Affairs shall also deliver a copy of the seniority lists to all department members and those listed on the list. These lists shall be provided to each hourly rate faculty member by the Vice President of Academic Affairs.
4. Offers of hourly rate employment shall be made in accordance with this Article to individuals in seniority order based on the discipline seniority list. Those individuals not assigned a class shall be informed in writing by the Vice President of Academic Affairs prior to the start of the semester.

After all individuals on a seniority list have been assigned or have refused an assignment and additional assignments are available, additional assignments shall be offered to individuals currently on the seniority list for more than one assignment. Offers shall be made in seniority order for the second assignment.

Notwithstanding other provisions of this Article, offers of non-teaching assignments which are less than a semester in duration need not be made in writing.

B. Calculating Seniority

1. The number of semesters of seniority accruing to each hourly rate employee employed or on leave of absence during the Spring semester, 1993 shall be transferred to the Fall, 1993 seniority list. Additional semesters of seniority credit shall be calculated and added to that base number according to the provisions of this Article.
2. Seniority shall be calculated for each hourly rate employee teaching assignments on the hourly rate. Monthly rate employees also assigned hourly rate shall have seniority calculated on the same basis as the aforementioned. All employees assigned hourly rate shall appear on a blended seniority list.
3. Discipline is defined as a subject or service area as listed in Appendix E. New disciplines may be added to the list by the District. An existing discipline may be divided into more than one discipline or a new discipline may be created for the purpose of hourly rate assignment and seniority by the mutual consent of the parties.

4. An hourly rate employee may have a number of "seniorities;" i.e. he/she may be assigned on more than one campus or in more than one discipline or in more than one class.
5. An hourly rate employee on a paid leave of absence shall remain on the seniority list(s) during that semester. Hourly rate employees with a break in service (names removed from the seniority list[s]) shall not recapture past seniority if rehired. Paid leaves of absence or refusal do not constitute a break in service. An hourly rate employee shall lose all seniority rights and his/her name shall be removed from the seniority list(s) if he/she refused to accept an assignment for three consecutive semesters or for four semesters out of five consecutive semesters.
6. Time of Chairs or Vice Chairs compensated under Article 17.E.3 shall be credited toward one discipline, one class seniority.
7. There shall be no ties on the seniority list. If a tie in the number of semesters served exists, the tie shall be broken by lot.
8. An hourly rate employee gains a semester of seniority when he/she accepts and completes an hourly rate assignment. However, a new hourly rate employee is placed on the seniority list after three (3) semesters of service. If the instructor is rehired, the seniority is retroactively calculated to the first semester. For a non-teaching assignment in a discipline, the employee must serve at least sixty (60) total hours during the semester for the assignment to count toward gaining a semester of seniority and be considered a semester of service.
9. Disputes relating to the seniority list(s) shall be resolved by the appropriate administrator.

C. Termination: Reduction in Force and Dismissal

1. Whenever in a discipline on a given campus it shall become necessary to reduce the number of hourly rate employees between semesters or years or within a given semester, the total number of semesters of credited hourly rate assignment of the employee in a given discipline on a given campus shall determine which employee(s) shall be terminated. All employees with two classes shall be reduced to one class before the least senior person on the seniority list is terminated. Such reduction shall be made in reverse order of the length of semesters accumulated.
2. An hourly rate employee shall be notified in writing of the reasons for termination due to reduction in force.
3. An hourly rate employee already on the list and not assigned a class due to reduction in force shall remain on the seniority list and shall retain the right to be continued for six semesters.
4. If, after an hourly rate employee is removed from the seniority list and is subsequently rehired, he/she shall not recover any of his/her past seniority.
5. An hourly rate employee may be dismissed for reasonable cause and be entitled to a hearing pursuant to the Grievance Procedure, Article 28, within the limitations as indicated below:
 - a. Hourly rate employees who are not yet on the seniority list shall not be entitled to a hearing.
 - b. Hourly rate employees who are on the seniority list shall be entitled to a hearing. However, in order to be dismissed, he/she must have received two (2) evaluations indicating an overall evaluation of "unsatisfactory".

c. Hourly rate employees may also be dismissed pursuant to the Additional Evaluation Section (Article 19, Section I) of this contract. If an hourly rate employee is dismissed in accordance with the Additional Evaluation Section, he/she shall be entitled to a hearing dependent upon the years of service as indicated in a. or b. above.

D. Hourly Rate/Monthly Rate - Bumping

1. Any monthly rate employee may bump an hourly rate employee if the monthly rate employee must teach an hourly rate class in order to obtain a full schedule. The hourly rate employee bumped shall be entitled to bumping rights.
 2. If an hourly rate employee loses his/her assignment, he/she shall have a right to bump another hourly rate employee as indicated in this Section.
 3. Every effort shall be made to bump the employee with the least seniority.
 4. An hourly rate employee who loses his/her assignment due to being bumped shall be granted a semester of seniority and shall remain on the seniority list.
 5. Bumping shall be limited to the first two weeks of the semester. Notification and changes due to bumping must be completed before the class meets during the third week.
 6. The Vice President of Academic Affairs shall maintain records of all bumps and those records may be viewed by the AFT.
 7. An hourly rate employee shall be paid for the service rendered.
 8. Hourly rate employees who have not obtained seniority list status have no bumping rights.
- E. In filling contact monthly rate vacancies in the faculty unit, in which there is a selection process, at least one (1) hourly rate employee who is in the selection pool, who also meets any local additional requirements adopted for the position and other criteria established by the committee, must be invited to the selection interview.

ARTICLE 17, DEPARTMENT/DIVISION/CLUSTER CHAIRS AND DEPARTMENTS

A. Department/Division/Cluster Structure

1. A department shall be composed of one or more disciplines.
2. All faculty members shall be assigned to departments except those assigned as Instructors Special Assignment, Consulting Instructors, College Nurse, and those assigned exclusively in specially funded or categorical programs external to a department. Each faculty member shall be assigned to the department of his/her plurality of assignment. Each monthly rate faculty member assigned 50% each in two departments or in more than two departments where no plurality is established shall select his/her department. Once that selection has been made, it may not be changed unless the proportion of assignment changes. A faculty member may be considered a member of only one department.
3. The administrator assigned the supervisory responsibility for a department without a Department Chair position shall assume the responsibilities delegated to the Department Chair.
4. The Child Development Center Director shall assume the responsibilities for a department without a Department Chair for the Child Development Center teachers.

B. Selection of Department Chairs

Department Chairs shall be elected by the department and appointed by the College President as follows:

1. Eligibility

- a. All regular and contract faculty members of a department may be considered for the Department Chair position.
- b. All regular and contract faculty members regularly assigned to a department are eligible to vote for chair.
- c. Faculty members on position leave to serve in a management position are not eligible to vote.
- d. Every eligible member of the department may be considered for Department Chair. The ballot will include only the names and the names of only those eligible department members who confirm their candidacy, in writing, by 4 p.m. on the third working day before the election to the President, except in cases arising under Section B.3.
- e. The ballots shall be prepared and brought to the election by the President or designee.

2. Voting

- a. The vote shall be conducted by the Exclusive Representative and the office of the College President or designee at a special meeting scheduled at least three (3) weeks in advance for the purpose of selecting a Department Chair.
- b. All voting shall be by secret ballot.
- c. To be elected, a candidate must receive a majority of the votes of the eligible voters in the department present and voting.
- d. The candidate, or, in the case of a tie, candidates, receiving the fewest votes shall be eliminated and voting shall continue until one candidate receives a majority of the votes. If there is a tie for second place between persons receiving the fewest number of votes and no candidate has received a majority of the votes cast, then an election shall be held between the persons tied for second to determine who shall appear on the final ballot against the leading vote getter.
- e. In the event that the two final candidates tie, and the tie cannot be broken, selection shall be determined by lot.

3. Voting - Third Consecutive Terms

- a. To be elected to a third consecutive term, a Department Chair must receive 2/3 or more of the votes on the first ballot. If he/she does not receive 2/3 or more of the votes on the first ballot, his/her name shall be removed from the ballot.
- b. If the Department Chair does not receive 2/3 or more of the votes on the first ballot, the ballot shall be open to all eligible candidates confirming their candidacy and balloting shall continue in accordance with Section B.2. of this Article.

4. Selection

- a. The tally shall be recorded and signed by the College President or designee and exclusive representative.
- b. The name of the department member elected shall be forwarded to the College President. The College President shall appoint the elected department member Department Chair.
- c. If the department is unable or refuses to elect a Department Chair, the College President shall appoint a Department Chair.

5.Term of Office

- a.The term of office is 3 years commencing July 1 of the year selected.
- b.In the event that a Department Chair does not complete his/her term of office, a new Chair shall be selected, in accordance with this Article, to serve for the remainder of the unexpired term.

6.Department Chair Recall/Removal

- a.A Department Chair may be removed by the College President. The reasons for removal must be for cause and stated in writing.
- b.A Chair may be recalled by the department by a 2/3 vote of the department. Such recall election may be instituted by a petition signed by 40% of the department and filed with the Office of the President. The reasons for recall must be stated in writing. The Department Chair shall have a chance at a department meeting to answer to the reasons for recall before voting takes place. The vote shall be conducted by the Exclusive Representative and the Office of the College President or designee within 3 weeks of the filing of the recall petition.
- c.Recall/removal may be instituted no sooner than one semester after the Chair takes office.
- d.A Department Chair recalled shall not be eligible for the position of Department Chair until another Chair has served in that position.
- e.A Department Chair removed shall not be eligible for the position of Department Chair for a period of one year.

C.Released Time for Department Chairs

Department Chairs shall be released from classroom teaching assignments within the limits indicated below calculated on the first day of the semester. Each full-time regular or contract employee shall count as one FTE, each hourly-rate faculty member who is not a regular or contract employee shall count as 0.1 FTE, and each full-time classified employee assigned to the department shall count as two FTE. Employees on leave shall be counted as members of the department. The Department FTE total shall be calculated as of the first day of the semester.

Department FTE Total According to Weighting Above	Released FTE
3 or less	0
more than 3 and up to 10	.2
more than 10 and up to 16	.4
more than 16 and up to 24	.6
more than 24	.8

D.Department Chairs Duties

The released time, indicated in Section C, is granted so that the Department Chair will be able to fulfill the Chair's responsibilities assigned by the appropriate administrator and will be able to conduct departmental business. Additional duties for hazardous materials reporting mandated by State or Federal regulations shall be compensated by the college upon recommendation of the supervising administrator in consultation with the chair and the AFT chapter chair, by payment at non-teaching hourly rate, not subject to the 60% limit of Article 13.C.

E. Salary Differential

1. Each Department Chair granted released time in accordance with this Article shall receive a responsibility differential in addition to any other differential currently being received. When a Department Chair is placed on sabbatical or work experience leave, the Chair shall be temporarily reassigned from the chair position to a non-chair faculty position for the duration of the leave, and shall not receive the responsibility differential for the duration of the leave.
2. Department Chairs granted at least 0.6 FTE released time under Article 17.C shall be assigned for two weeks prior to the start of the Fall semester at Preparation Salary Rate. Cluster Chairs, Library Department Chairs, and Nursing Department Chairs shall be paid and assigned on the D basis. Nursing Department Chairs must take whatever actions are necessary to retain competency and recency for return to a full-time teaching position in nursing.
3. Chairs of departments offering hourly rate classes taught by faculty paid on an hourly rate basis shall receive non-teaching hourly rate pay as calculated according to the number of hourly rate employees assigned in the department as of the first census week as indicated below:
 - a. Allow 0.5 hours for each hourly rate employee in the department with EX (extra) status.
 - b. Allow 2.5 hours for each hourly rate employee in the department with LT (limited) status.
 - c. Combine the amounts in a. and b. and round off to the closest hour.

F. Department Vice-chair

1. In departments with scheduled classroom hours of hourly rate classes taught by hourly rate faculty, the department shall select one or more Vice-chairs if and only if such selection is requested by the Chair. The term of office shall be the same as that of the Chair. A Vice-chair may be removed at any time by the Chair.
2. The Vice-chair shall be delegated the responsibility to assist the chair in the scheduling, supervision and evaluation of the hourly rate faculty and other duties as assigned by the department chair.
3. The Vice-chairs shall receive the hourly rate pay that would have otherwise been paid to the Chair for that portion of the responsibility the Vice-chair assumes.
4. Each Nursing Program shall elect a vice chair/assistant director. In each Nursing Program with an active enrollment of 150 or more students, the elected vice chair/assistant director shall receive a minimum of two (2) hours released time per week to function in the role of vice chair/assistant director as defined by the Board of Registered Nursing. Each vice chair/assistant director shall be elected for a minimum of one year and a maximum of three years as determined by the college's Nursing Department.

G. Student Workers

Whenever possible, the District shall provide each department with student workers within the limits established by the Work Study and/or E.O.P.S. budgets. The District may budget other funds for student workers if the District so wishes.

H. Acting Department Chair

Whenever a department chair is on unpaid leave for at least twenty (20) days, an acting (temporary) chair shall be elected by the department members, consistent with the terms of this Article for the period that the department chair is on leave. Whenever a de-

partment chair is on leave for less than twenty (20) days, the chair may appoint a member of the department as a pro-tem chair without additional compensation.

I. Clerical Assistance

Whenever possible, each campus shall provide clerical assistance to all departments with a Chair receiving released time, except that departments totaling 18 full time or more regular or contract faculty members (including faculty members on leave) shall have one FTE Intermediate Clerk-Typist assigned to the Department.

ARTICLE 18, REASSIGNED TIME

A. The College President, subject to the approval of the Chancellor or his/her designee, may release a faculty member from a part or all of his/her assignment to perform other assigned duties.

B. All released/reassigned time referred to in this Agreement as a fractional portion of an F.T.E. shall be granted as follows:

1. The employee receiving the released/reassigned time shall have his/her scheduled assignment adjusted so that the amount of released/reassigned time computed by the fractional portion of a F.T.E., as indicated in this Agreement, and the remaining time of his/her assignment are equal to one full-time assignment.
2. If 1. above cannot be accommodated, the released/reassigned time shall be averaged over two consecutive semesters so that the number of hours released/reassigned and the classroom or non-classroom hours are adjusted to the nearest hour which completes a full-time assignment for a one year period.

ARTICLE 19, EVALUATION

I. PART ONE - EVALUATION OTHER THAN CONTRACT FACULTY

Part One of Article 19 shall apply to regular (permanent) monthly rate employees, temporary employees paid on the Preparation Salary Schedule, hourly rate employees, and probationary (contract) faculty whose first contract of employment was effective before July 1, 1993.

A. Regular (Permanent) and Contract (Probationary) Monthly Rate Employees

All regular monthly rate employees, and those contract monthly rate employees as provided above, shall be evaluated as indicated in Part One of Article 19.

B. Temporary Employees Paid on the Preparation Salary Schedule

All temporary employees (substitute and limited) paid on the Preparation Salary Schedule shall be evaluated as indicated in Part One of Article 19 with the exception that the Department Chair shall replace the evaluation committee.

C. Hourly Rate

All hourly rate employees shall be evaluated as indicated in Part One of Article 19 with the following exceptions:

1. An evaluation shall be performed by the Department Chair.
2. In the event that the evaluatee is rated as "Unsatisfactory" by the Department Chair, an evaluation shall be conducted by a peer committee in accordance with Section H.7.
3. Sections 1. and 2. above must be completed to comply with Article 16, Section C.5.

D. Consulting Instructor; Instructor Special Assignment; Campus Nurse

All regular (permanent) employees assigned as Consulting Instructor, Instructor Special Assignment, or Campus Nurse, and other regular faculty assigned exclusively in specially funded or categorical programs external to a department, and those contract employees so assigned whose first contract of employment was effective before July 1, 1993, shall be evaluated in accordance with Part One of Article 19 with the exception that the College President shall appoint an administrator and two faculty members from related disciplines, and the evaluatee shall select one faculty member from a related discipline, who shall comprise the Evaluation Committee.

E. Department Chairs/Directors of Child Development Centers

All employees assigned as Department Chair or Director of Child Development Center shall also be evaluated in these positions. Such evaluations shall be conducted by the College President or his/her designee using the performance evaluation form for Department Chair and Director of Child Development Center.

F. Departments Without a Chairperson

1. The administrator assigned the supervisory responsibility for a department not entitled to a Department Chair position shall assume the responsibilities delegated to the Department Chair by this Article.
2. The Child Development Center Director shall assume the responsibilities delegated to the Department Chair by this Article for the evaluation of Child Development Center Teachers.

G. Evaluation Forms

The following evaluation forms shall be provided by the Office of Personnel Operations and used in the evaluation process (Appendix B).

1. Instructor Peer Evaluation Form
2. Counselor Peer Evaluation Form
3. Librarian Peer Evaluation Form
4. Nurse Peer Evaluation Form
5. Handicap Specialist Peer Evaluation Form
6. Instructor Special Assignment/Consulting Instructor Peer Evaluation Form
7. Child Development Center Teacher Peer Evaluation Form
8. Performance Report Form for Peer Evaluation
9. Performance Report Form for Administrative Evaluation
10. Performance Report on Department Chair/Director CDC
11. Student Evaluation of Instructor Form
12. Student Evaluation of Counselor Form

By mutual agreement of the parties, any and all evaluation forms may be changed.

H. Performance Evaluation of Faculty Unit Employees

1. Regular Employees Defined. A regular employee is one who has completed his/her contract (probationary) assignment and holds regular (permanent) status.
2. Contract Employees Defined. A contract employee is one who has been appointed to a regular position but has not completed his/her contract (probationary) period.
3. Temporary Employees Paid on the Preparation Salary Schedule Defined. An employee who does not hold regular or contract status and is paid on the Preparation Salary Schedule.

4.Hourly Rate Employees Defined. An employee paid on the hourly rate salary schedule.

5.Time of Rating

- a.Performance reports for regular employees are required at least once every two academic years according to the schedule indicated below:
 - (1)Employees whose employee numbers end with an even number are to be evaluated during academic years which end in even numbered years.
 - (2)Employees whose employee numbers end with an odd number are to be evaluated during academic years which end in odd numbered years.
 - (3)Evaluation reports are due in the Division of Human Resources by the last day of the Spring semester.
- b.All contract employees are to be evaluated each year according to the schedule indicated below:
 - (1)Contract employees assigned during the Fall semester are to be evaluated during the Fall semester each year. Contract employees assigned during the Spring semester who were not evaluated during the Fall semester are to be evaluated during the Spring semester of that year.
 - (2)Evaluation reports are due in the Division of Human Resources by February 1 of the following calendar year for Fall semester reports, by the last day of the employee's contract period for Spring semester reports for first and second contract employees, and by the last day of the Spring semester for Spring semester reports for third contract employees.
- c.All temporary employees paid on the Preparation Salary Schedule shall be evaluated at least once each year during the period of assignment. The evaluation must be completed and submitted to the Human Resources Division by the last day of the Spring semester or, where the assignment terminates during the Fall semester, February 1 of the following calendar year.
- d.All hourly rate employees who do not have a monthly rate assignment at the location of the hourly assignment shall be evaluated according to the schedule indicated below:
 - (1)If not placed on the hourly seniority list, hourly rate employees shall be evaluated each semester.
 - (2)After placement on the hourly seniority list, the hourly rate employees shall be evaluated at least once every two years, as follows:
 - (a)Hourly rate employees whose employee numbers end with an even number are to be evaluated during academic years which end in even numbered years.
 - (b)Hourly rate employees whose employee numbers end with an odd number are to be evaluated during academic years which end in odd numbered years.
 - (c)Evaluation reports are due in the Division of Human Resources by February 1 of the following calendar year for Fall semester evaluations and the last day of the Spring semester for Spring semester evaluations.

6.Policy

- a.Employees shall be evaluated in the following areas:
 - (1)Knowledge of subject area(s)
 - (2)Effectiveness (position or classification, as appropriate)

(3) Performance of responsibilities (as per the Agreement, Board Rules, Education Code and college policies).

b. The ratings to be used are as indicated below:

- (1) Satisfactory
- (2) Needs to Improve
- (3) Unsatisfactory

c. All evaluations shall include completion of the appropriate forms in Appendix B of this Agreement.

7. Procedure for Evaluation of Faculty Members

a. Peer Evaluation Committee

- (1) The Peer Evaluation Committee shall be a three-person committee with the Department Chair as the Chair, one department member chosen by the Department, and one department member chosen by the evaluatee. The appropriate Vice President or his/her designee shall be an ex-officio non-voting member. If the Department Chair is the evaluatee, his/her committee shall consist of two members of the department selected by the department, one of whom shall serve as committee chair based on District seniority, and one department member selected by the evaluatee. Where there are not sufficient department members to serve on a committee, related disciplines may be used to furnish committee members. All committee members shall be regular employees.
- (2) During the meeting indicated in (4) (c) below, the evaluatee has the option to challenge any one member of the committee and a replacement will be elected by the department. If the Department Chair is challenged, that person elected by the department shall serve as Committee Chair.
- (3) The Committee Chair shall chair the Peer Evaluation Committee and shall schedule the evaluation procedure so that the Peer Performance Report is completed at least three weeks before the Report must be sent to the District Office.
- (4) The Evaluation Committee shall operate as follows:
 - (a) Strict confidentiality shall be maintained.
 - (b) The committee shall consider input from the appropriate Vice President or his/her designee and the Chair as well as from others the committee feels would have direct information about the competence of the evaluatee. The Evaluation Committee Chair shall notify the evaluatee not less than five (5) days prior to the beginning of an evaluation.
 - (c) The Evaluation Committee Chair shall meet with the evaluatee at the beginning of the process and the committee shall meet with the evaluatee when the evaluation information is in, if the evaluatee desires such a meeting, to discuss the various items. The evaluatee shall have complete access to all information given the committee. Information that is of a hearsay or unsubstantiated nature shall be disregarded.
 - (d) Each committee member shall, after prior notice, visit one or more classes conducted by the evaluatee.
 - (e) Student evaluations shall be completed by all students for all Instructors, Counselors, and Instructor-Advisors. The forms for student evaluations as found in Appendix B of this Agreement shall be used. These forms shall be completed during the semester of the evaluation or the prior semester and retained by the Department Chair for use in the evaluation process of the In-

structor, Counselor, or Instructor-Advisor. The Department Chair shall be responsible for distributing the necessary student evaluation forms to the faculty members each semester. For classroom instructors, the instructor shall designate a student to distribute and collect the forms, place them in the envelope provided, and seal the envelope with an adhesive sticker. The instructor and designated student will sign and date the sticker. The instructor shall deliver the envelope to the Department/Committee Chair who shall open and review the student evaluations with the instructor present and then retain the Student Evaluation Forms for the evaluation. All Student Evaluation Forms shall be reviewed by the Peer Evaluation Committee during the evaluation procedure.

- (f) For Counselors and Instructor-Advisors the Department Chair shall be responsible for the collection and retention of Student Evaluation Forms. The Committee Chair shall open and review the student evaluations with the instructor present and then retain the Student Evaluation Forms for the evaluation.
- (g) The Peer Evaluation Committee shall meet and make a finding of "Satisfactory", "Needs to Improve", or "Unsatisfactory" and complete the Peer Performance Report.

b. Disposition of Forms; Conditions for Administrative Evaluation

If the Peer Performance Report indicates an overall evaluation of "Satisfactory", Student Evaluations shall be returned to the evaluatee and Peer Evaluation Forms shall be destroyed by the Chair in the presence of the evaluatee. The Performance Reports shall be forwarded by the Chair to the appropriate Vice President for signature of receipt. If the overall evaluation is marked other than "Satisfactory", all evaluation forms and information shall be forwarded to the appropriate Vice President for an Administrative Evaluation.

c. Administrative Evaluation

- (1) The Administrative Evaluation, as provided in Section H.7.b, shall be initiated by the appropriate Vice President no later than thirty (30) working days following the peer evaluation and shall be completed within sixty (60) working days of its initiation.
- (2) The Administrative Evaluation shall operate as follows:
 - (a) Strict confidentiality shall be maintained.
 - (b) The appropriate Vice President shall consider input from the Peer Evaluation Committee as well as from others the Vice President feels should have direct information about the performance of the evaluatee. He/She may, after prior notice, visit one or more classes conducted by the evaluatee.
 - (c) The appropriate Vice President shall review the peer Performance Report, peer Evaluation Forms, and the Student Evaluation Forms, prior to completing the Administrative Performance Report.

d. Disposition of Forms; Additional Evaluations

If all sections of the Administrative Performance Reports are marked "Satisfactory", all Student Evaluation Forms used in the evaluation shall be returned to the person being evaluated upon submission of the evaluatee's final grades or upon conclusion of the evaluation process for non-classroom employees, and Peer Evaluation Forms shall be destroyed by the Vice President in the presence of the evaluatee. If one or more sections are marked "Needs to Improve" or "Unsatisfactory", all evalu-

ation forms shall be retained by the Vice President until such time that the person has again been evaluated and all sections are marked "Satisfactory". At that time, all Student Evaluation Forms will be returned to the evaluatee. Peer Evaluation Forms shall be destroyed by the Vice President in the presence of the evaluatee.

- c. Any comments concerning his/her evaluation which an employee submits in writing to the Division of Human Resources shall be attached to the file copy of the Performance Report.
- d. When a "Needs to Improve" or "Unsatisfactory" has been indicated on the Peer Evaluation Form and the Administrative Evaluation Form and communicated to the evaluatee, it shall be the immediate responsibility of the Department Chair involved and the appropriate Vice President to work with the evaluatee in a positive way to encourage improvement. The techniques involved shall include consultation and may include class visitations, use of media for self-evaluation, literature review and arranging for updating of background, all with the purpose of helping the evaluatee improve.

8. Review of Performance Report

- a. The completed Peer Evaluation Report and, if applicable, Administrative Performance Report shall be given by the appropriate Vice President to the employee being evaluated at a meeting scheduled to discuss the performance report.
- b. The Committee Chair shall attend the meeting indicated in item a. above.
- c. The meeting indicated in item a. above shall be completed prior to the deadline for submission of the Performance Report to the Division of Human Resources.
- d. If the employee being evaluated is not able to attend the review meeting, a copy of the Performance Report will be sent to him or her.

9. All forms used in the evaluation procedure shall be completed in accordance with the instructions on the form.

10. The completed Peer Performance Report and, if applicable, Administrative Performance Report must be stapled together and submitted to the Division of Human Resources for filing in the employee's personnel folder prior to the established deadline.

I. Additional Evaluation

- 1. If the District intends to dismiss or penalize a faculty member for "Unprofessional Conduct" or "Incompetency" under the grounds set forth in Education Code Section 87732, an additional evaluation shall be conducted in accordance with this Article.
- 2. If the District intends to dismiss or penalize a faculty member for grounds set forth in Education Code Section 87732, other than those listed in 1. above, an Administrative Evaluation which considers the events for which the dismissal or penalties may be imposed shall be completed.
- 3. The evaluation indicated in 1. and 2. above shall meet the "Satisfaction of Grounds" established in Education Code Section 87671 (a) and (b).
- 4. This section does not apply to hourly employees with fewer than eight (8) continuous semesters unless he/she is to be dismissed during the semester.

II. PART TWO - EVALUATION OF CONTRACT (PROBATIONARY) FACULTY FOR TENURE

Part Two of Article 19 shall apply only to probationary (contract) faculty whose first contract was effective after June 30, 1993.

A. Contract (Probationary) Monthly Rate Employees

All contract (probationary) monthly rate employees shall be evaluated as indicated in Part Two of Article 19.

B. Consulting Instructor; Instructor Special Assignment; Campus Nurse

All contract employees assigned as Consulting Instructor, Instructor Special Assignment, or Campus Nurse, and other contract faculty assigned exclusively in specially funded or categorical programs external to a department, shall be evaluated in accordance with Part Two of Article 19 with the exception that the College President shall appoint an administrator and two faculty members from related disciplines, the evaluatee shall select one faculty member from a related discipline, and the College Academic Senate shall appoint an additional regular faculty member, who shall comprise the Evaluation Committee.

C. Departments without a Chairperson

1. The administrator assigned the supervisory responsibility for a department not entitled to a Department Chair position shall assume the responsibilities delegated to the Department Chair by Part Two of Article 19.
2. The Child Development Center Director shall assume the responsibilities delegated to the Department Chair by Part Two of Article 19 for the evaluation of Child Development Center Teachers.

D. Evaluation Forms

The following evaluation forms shall be provided by the Office of Personnel Operations and used in the evaluation process for probationary instructors (Appendix B).

1. Probationary Instructor Evaluation Form
2. Probationary Counselor Evaluation Form
3. Probationary Librarian Evaluation Form
4. Probationary Nurse Evaluation Form
5. Probationary Handicap Specialist Evaluation Form
6. Probationary Instructor Special Assignment/Consulting Instructor Evaluation Form
7. Probationary Child Development Center Teacher Evaluation Form
8. Performance Report Form for Evaluation of Probationary Faculty
9. Report Form for Administrative Evaluation of Probationary Faculty
10. Student Evaluation of Probationary Instructor Form
11. Student Evaluation of Probationary Counselor Form

By mutual agreement of the parties to this Agreement, any and all evaluation forms may be changed.

E. Performance Evaluation of Probationary Faculty Unit Employees

1. Contract Employees Defined. A contract employee is one who has been appointed to a regular position but has not completed his/her contract (probationary) period.

2. Time of Rating

- a. All contract employees are to be evaluated each year according to the schedule indicated below:

- (1) Contract employees assigned during the Fall semester are to be evaluated during the Fall semester each year. Contract employees assigned during the Spring semester who were not evaluated during the Fall semester are to be evaluated during the Spring semester of that year.

- (2) Evaluation reports and recommendations are due in the Division of Human Resources by February 1 of the following calendar year for Fall semester reports, by the last day of the employee's contract period for Spring semester reports for first and second contract employees, and by the last day of the Spring semester for Spring semester reports for third contract employees.

3. Policy

- a. Employees shall be evaluated in the following areas:

- (1) Knowledge of subject area(s)
- (2) Effectiveness (position or classification, as appropriate)
- (3) Performance of responsibilities (as per the Agreement, Board Rules, Education Code and college policies).

- b. The ratings to be used are as indicated below:

- (1) Satisfactory
- (2) Needs to Improve
- (3) Unsatisfactory

- c. During the time (normally one year) covered by his/her first contract, performance of the contract faculty member's duties shall be the fundamental basis for evaluation. In evaluating the contract faculty member's first tenure-earning year, the Peer Evaluation Committee may recommend that the Board of Trustees:

- (1) Not enter into a contract with the employee for the following academic year.
- (2) Enter into a contract with the employee for the following academic year.
- (3) Employ the contract employee as a regular employee for all subsequent academic years.

- d. During the time (normally one year) covered by his/her second contract, the emphasis in the contract faculty member's evaluation should be on positive, negative, or lack of changes between the first contract period and the second contract period. The evaluation should focus on both the professional growth and effectiveness of the employee and his/her willingness to work on reducing identified deficiencies in ways that are significant and tangible. In evaluating the contract faculty member's second tenure-earning year, the Peer Evaluation Committee may recommend that the Board of Trustees:

- (1) Not enter into a contract with the employee for the following academic year.
- (2) Enter into a contract with the employee for the following two academic years.
- (3) Employ the contract employee as a regular employee for all subsequent academic years.

- e. During the time (normally two years) covered by his/her third contract, the emphasis in the contract faculty member's evaluation should be on positive, negative, or lack of changes between the second contract period and the third contract period. The evaluation should focus on both the professional growth and effectiveness of the employee and his/her willingness to work on reducing identified deficiencies in ways that are significant and tangible. It is the expectation that by the time of evaluation during the fourth year, major deficiencies noted in prior years will have been corrected. In evaluating the contract faculty member's fourth tenure-earning year, the Peer Evaluation Committee may recommend that the Board of Trustees:

- (1) Employ the probationary employee as a tenured employee for all subsequent academic years.

(2) Not employ the probationary employee as a tenured employee.

f. All evaluations shall include completion of the appropriate forms in Appendix B of this Agreement. The evaluation shall include a recommendation as to continued employment or non-retention. However for an evaluation during the fourth probationary year, the evaluation shall only include a recommendation as to granting of tenure or non-retention. In making recommendations regarding the granting of tenure all parties concerned shall refer to criteria for the granting of tenure established by the Board of Trustees.

4. Procedure for Evaluation of Probationary Faculty Members

a. Peer Evaluation Committee

- (1) The Peer Evaluation Committee shall include the current Department Chair as the Chair, one department member chosen by the Department, one department member chosen by the evaluatee, one faculty member appointed by the Academic Senate, and one administrator. Members of such a committee shall, whenever possible, serve for the entire period of the employee's probationary period. The administrator shall be a non-voting member. The Academic Senate faculty member shall be a non-voting member. All committee members shall participate in the evaluation process. A majority vote of the committee shall determine the recommendation of the committee. Notwithstanding the majority vote, the administrator acts independently at the next level of evaluation. If the contract employee is also Department Chair, his/her committee shall consist of two members of the department selected by the department, one of whom shall serve as committee chair based on District seniority, one department member selected by the evaluatee, one faculty member appointed by the Academic Senate, and one administrator. Members of such a committee shall, whenever possible, serve for the entire period of the employee's probationary period. The administrator shall be a non-voting member. The Academic Senate faculty member shall be a non-voting member. All committee members shall participate in the evaluation process. Where there are not sufficient department members to serve on a committee, related disciplines may be used to furnish committee members. All voting committee members shall be regular employees. Whenever a member of the Peer Evaluation Committee resigns or retires from the District or is on leave for more than one year, a replacement shall be selected according to the same method as was used for the resigned member. Whenever a member is on leave for one year or less, a temporary replacement shall be selected according to the same method as was used for the absent member.
- (2) The department shall appoint a regular faculty member not on the evaluation committee to mentor the contract employee during his/her probationary period. Once during this period and without prejudice, either the mentor or the evaluatee may choose to terminate the mentoring relationship. In such a case, the department in consultation with the evaluatee shall select a new mentor from among the regular faculty. The requirement for having a mentor shall be waived upon mutual agreement by the college administration, the department, and the evaluatee.
- (3) The Committee Chair shall chair the Peer Evaluation Committee and shall schedule the evaluation procedure so that the peer Performance Report is completed at least three weeks before the Report must be sent to the District Office.
- (4) The Peer Evaluation Committee shall operate as follows:
 - (a) Strict confidentiality shall be maintained.

- (b) The committee shall consider input from the appropriate Vice President or his/her designee and the Chair as well as from others the committee feels would have direct information about the competence of the evaluatee. The Peer Evaluation Committee Chair shall notify the evaluatee not less than five (5) days prior to the beginning of an evaluation.
- (c) The Peer Evaluation Committee Chair shall meet with the evaluatee at the beginning of the process and the committee shall meet with the evaluatee when the evaluation information is in, if the evaluatee desires such a meeting, to discuss the various items. The evaluatee shall have complete access to all information given the committee.
- (d) Each committee member shall, after prior notice, visit one or more classes conducted by the evaluatee.
- (e) Student evaluations shall be completed by all students for all Instructors, Counselors, and Instructor-Advisors. The forms for student evaluations as found in Appendix B of this Agreement, or equivalent machine-readable versions thereof, which provide space for student comments, shall be used. These forms shall be completed during the semester of the evaluation or the prior semester and retained by the Department Chair for use in the evaluation process of the Instructor, Counselor, or Instructor-Advisor. For classroom instructors, the Chair of the Committee shall be responsible for distributing the necessary student evaluation forms to the classes each semester. Each class shall elect a designated student to whom the committee chair shall give the forms for distribution. Only students shall be present in the classroom during distribution, completion and collection of the forms. The designated student shall collect the forms, place them in the envelope provided, and seal the envelope with an adhesive sticker. The designated student and contract employee will sign and date the sticker, and the student shall deliver the envelope to the committee chair. The committee chair shall open and review the student evaluations with the instructor present and then retain the Student Evaluation Forms for the evaluation. All Student Evaluation Forms shall be reviewed by the Peer Evaluation Committee during the evaluation procedure.
- (f) For Counselors and Instructor-Advisors the Department Chair shall be responsible for the collection and retention of Student Evaluation Forms. The Committee Chair shall open and review the student evaluations with the contract employee present and then retain the Student Evaluation Forms for the evaluation.
- (g) The Peer Evaluation Committee shall meet and make a finding of "Satisfactory", "Needs to Improve", or "Unsatisfactory" and complete the peer Performance Report. The peer Performance Report shall contain an option for the case of evaluation of the contract employee for a committee recommendation as to continued employment or non-retention, or granting of tenure.

b. Disposition of Forms; Conditions for Administrative Evaluation

- (1) If the overall evaluation is satisfactory and no administrative evaluation is required under Section E.4.b.(2), peer Performance Reports shall be forwarded by the Chair to the appropriate Vice President, Student Evaluation Forms shall be returned to the evaluatee upon submission of the evaluatee's final grades, or upon conclusion of the evaluation process for non-classroom employees, and

Probationary Instructor Evaluation Forms shall be destroyed by the Chair in the presence of the evaluatee.

- (2) If the overall evaluation is marked other than "Satisfactory", or the evaluation is an additional evaluation as provided in Section E.4.d., or the committee has recommended that the Board not enter into a contract with the employee for the following academic year, or the committee has recommended that the Board employ the employee as a regular employee for all subsequent academic years and the employee is not serving his/her fourth complete probationary year, all evaluation forms and information shall be forwarded to the appropriate Vice President for an Administrative Evaluation. The Administrative Evaluation, after a recommendation for early tenure, may either support the recommendation or require continuation of contract status.

c. Administrative Evaluation

- (1) The Administrative Evaluation, as provided in Section E.4.b.(2), shall be initiated by the appropriate Vice President no later than thirty (30) working days following the peer evaluation and shall be completed within sixty (60) working days of its initiation.
- (2) The Administrative Evaluation shall operate as follows:
 - (a) Strict confidentiality shall be maintained.
 - (b) The appropriate Vice President shall consider input from the Peer Evaluation Committee as well as from others whom the Vice President feels should have direct information about the performance of the evaluatee. He/She may visit one or more classes conducted by the evaluatee, with no requirement of prior notice. Student evaluation forms may be filled out by students in one or more classes taught by the evaluatee at the discretion of the Vice President, with a designated administrator distributing and collecting such forms, which may be a machine readable version of the agreed-upon form, which provides space for student comments.
 - (c) The appropriate Vice President shall review the peer Performance Report, peer Evaluation Forms, and the Student Evaluation Forms, prior to completing the Administrative Performance Report.

d. Disposition of Forms; Additional Evaluations

If all sections of the Administrative Performance Reports are marked "Satisfactory", all Student Evaluation Forms used in the evaluation shall be returned to the person being evaluated upon submission of the evaluatee's final grades or upon conclusion of the evaluation process for non-classroom employees, and Probationary Instructor Evaluation Forms shall be destroyed by the Vice President in the presence of the evaluatee. However, in an evaluation involving granting of tenure all forms shall be retained until the Board of Trustees has acted on the tenure request. If one or more sections are marked "Needs to Improve" or "Unsatisfactory", all evaluation forms shall be retained by the Vice President until such time that the person has again been evaluated and all sections are marked "Satisfactory". In such a case, additional evaluations shall be conducted at least once per semester until such time as all sections are marked "Satisfactory" or the employee is terminated. For such additional evaluations, machine readable student evaluation forms, providing space for student comments, may be used, and members of the peer Evaluation Committee shall, whenever possible, serve for the entire period until all sections are marked "Satisfactory". Also in such a case, the department shall appoint a regular faculty member not on the evaluation committee to mentor the employee dur-

ing this period. At any time during this period and without prejudice, either the mentor or the evaluatee may choose to terminate the mentoring relationship. In such a case, the department shall select a new mentor from among the regular faculty so that the evaluatee shall have the benefit of a mentor. The requirement for having a mentor shall be waived upon mutual agreement by the college administration, the department, and the evaluatee. At the time all sections are marked "Satisfactory", all Student Evaluation Forms will be returned to the evaluatee upon submission of the evaluatee's final grades or upon conclusion of the evaluation process for non-classroom employees. Peer Evaluation Forms shall be destroyed by the Vice President in the presence of the evaluatee.

e. Any comments concerning his/her evaluation which an employee submits in writing to the Division of Human Resources shall be attached to the file copy of the Performance Report.

f. When a "Needs to Improve" or "Unsatisfactory" has been indicated on the peer Performance Report and the Administrative Evaluation Report and communicated to the evaluatee, it shall be the immediate responsibility of the Department Chair involved and the appropriate Vice President to work with the evaluatee in a positive way to encourage improvement. The techniques involved shall include consultation and may include class visitations, use of media for self-evaluation, literature review and arranging for updating of background, all with the purpose of helping the evaluatee improve.

g. In evaluations involving granting of tenure or non-retention, the College President shall prepare and forward a written recommendation to the Chancellor after review of all evidence including the peer evaluation(s) and administrative evaluation(s). Prior to forwarding this recommendation, if the College President does not concur with the evaluation committee's recommendation, he/she shall meet with the evaluation committee to discuss differences. If the meeting does not produce a concurrence of opinion, both the President's and the evaluation committee's recommendations shall be forwarded to the Chancellor, with pertinent documentation provided.

5. Review of Performance Report

a. The completed peer Performance Report and, if applicable, Administrative Performance Report shall be given by the appropriate Vice President to the employee being evaluated at a meeting scheduled to discuss the performance report.

b. The Committee Chair shall attend the meeting indicated in item a. above.

c. The meeting indicated in item a. above shall be completed prior to the deadline for submission of the Performance Report to the Division of Human Resources.

d. If the employee being evaluated is not able to attend the review meeting, a copy of the Performance Report will be sent to him or her.

6. All forms used in the evaluation procedure shall be completed in accordance with the instructions on the form.

7. The completed peer Performance Report and, if applicable, Administrative Performance Report must be stapled together and submitted to the Division of Human Resources for filing in the employee's personnel folder prior to the established deadline.

8. In cases of granting of tenure or non-retention, the recommendation of the Chancellor shall be forwarded to the Board of Trustees for action.

F. Additional Evaluation

- 1.If the District intends to dismiss or penalize a faculty member for "Unprofessional Conduct" or "Incompetency" under the grounds set forth in Education Code Section 87732, an additional evaluation shall be conducted in accordance with this Article.
- 2.If the District intends to dismiss or penalize a faculty member for grounds set forth in Education Code Section 87732, other than those listed in 1. above, an Administrative Evaluation which considers the events for which the dismissal or penalties may be imposed shall be completed.
- 3.The evaluation indicated in 1. and 2. above shall meet the "Satisfaction of Grounds" established in Education Code Section 87671 (a) and (b).

G.Mentoring Compensation and Responsibilities

Each mentor for a probationary employee shall receive ten (10) hours of compensation at the rate of \$35 per hour for each full year that the mentoring relationship continues.

During the period of mentoring, the mentor shall consult and interact with the contract employee for the purposes of (1) enhancing the contract employee's effectiveness and ability to perform his/her basic duties, and (2) encouraging the contract employee's professional growth. Such interaction may include class visitations to classes taught by the contract employee and/or to classes taught by the mentor, attendance at professional conferences, and other appropriate activities, by mutual agreement of the contract employee and the mentor.

H.Grievances

Article 28, Grievance Procedure, shall be used to resolve any grievances resulting from this section and in compliance with applicable Education Code Sections. See Code Sections 87610, 87610.1, 87611, 87740, 87743, 87745, 87746. A decision by the Board to enter into a contract with the employee for the following academic year or following two academic years, or to employ the contract employee as a regular employee for all subsequent academic years, shall not be considered a negative decision in a decision to grant tenure in the context of Education Code Section 87610.1.

ARTICLE 20, RESIGNATION

- A.Definition. A resignation is a voluntary statement on the part of an employee that he/she wishes to terminate an assignment.
- B.Procedure. The resignation should be submitted in writing and given to the employee's immediate supervisor for forwarding to the College President or Vice Chancellor who, in turn, will forward it with a Request for Personnel Action to the Office of Personnel Operations. In cases where an employee does not file a written resignation, but does give oral notice of resignation, every effort should be made to obtain a written statement from the employee. If only an oral statement can be obtained, the College President or Vice Chancellor should fill out as much information as possible on the District's resignation form. "Oral Resignation" should be indicated on the "signature" line and the form signed by the College President or Vice Chancellor and forwarded as listed above. If "oral notice" is given by telephone, the receiver must be certain of the identity of the caller.
- C.Effective Date. A employee may resign at any time, effective on the date the employee designates.
- D.Withdrawal
 - 1.All resignations should be forwarded as soon as received to the Office of Personnel Operations.

2. Resignations are withheld from processing to the Board of Trustees for five (5) days after receipt. Receipt is the earliest date of verified receipt by any office, college, division or Personnel. If a cancellation request is postmarked and received within five days of the postmark or received within the five day period, the resignation will be rescinded.
 3. If, within the five day period, no cancellation request is received by the Office of Personnel Operations, the resignation will be processed. If a cancellation request is received within the five day period, the resignation will not be processed.
 4. After the five day period has passed and before acceptance of the resignation by the Board of Trustees, a verbal or written request to withdraw the resignation will be considered if it is in the best interest of the District. Such request must be made in writing and, if made orally, must be followed by a written request within five days. If no written request is received by the end of the five days, the resignation will be processed to the Board of Trustees.
- E. Cancellation. Resignations which have been approved by the Board of Trustees may be cancelled by the Board before the effective date if approved by the College President or Vice Chancellor. If the effective date has passed, an employee can be returned to service only through an election assignment.
- F. Resignations to Avoid Dismissal. Any person against whom a dismissal action has been started may submit his/her resignation. However, if the dismissal has already been reported to the Board of Trustees, the resignation cannot be processed in time to avoid dismissal. When resignations are processed in time to avoid dismissals, only the action is changed -- the materials collected for the dismissal will remain on file in the Office of Employer-Employee Relations.

ARTICLE 21, FACULTY SERVICE AREAS

- A. For purposes of Education Code Section 87743.1 the list of "Faculty Service Areas" (FSA) in the Los Angeles Community College District shall be the same as the state minimum qualifications for hire discipline list as defined by the Board of Governors in compliance with the Education Code. A faculty member will be considered "competent" in an FSA if, for that discipline, the faculty member satisfies the state minimum qualifications for hire, including the equivalence provision; or holds the appropriate credential.
- B. Within ninety (90) days after the ratification of this contract, each faculty member, employed as of June 30, 1990, shall be provided by the Office of Human Resources a list of faculty service areas in which he/she is competent. Initial screening for FSA status eligibility shall be performed by the Office of Human Resources. The District shall be responsible for sending out the results of the initial screening to the individual faculty members.
- C. An employee may petition for recognition of competence in an FSA by filing a petition for such recognition with the District. It shall be the responsibility of the employee to provide the District with all records necessary to substantiate the claim of competence.
- D. For new employees, initial screening for FSA status eligibility shall be performed by the Office of Human Resources as part of the salary rating-in process. New employees may petition as in section C. above.
- E. Refusal to grant recognition in an FSA, after filing a petition as in C. above, is grievable under Article 28, Grievance Procedure, with the following modification:
1. The grievant shall be represented by the AFT in all steps of the grievance procedure.
 2. The Step I meeting will be held with the Vice Chancellor of Human Resources or his/her designee.

3. Step II of the grievance procedure shall be omitted.

F. The last day to apply for recognition of an FSA for use in any academic year is February 15th of that academic year.

G. In accordance with A. above, the FSA's of the Los Angeles Community College District are listed in Appendix F.

ARTICLE 22, RETIREMENT

The AFT and the District agree to reopen negotiations on retirement incentive at any time at the request of either party.

ARTICLE 23, PROFESSIONAL GROWTH

A. The Los Angeles Community College District shall establish a fund of \$50,000 per fiscal year for the purpose of professional development.

Members of the faculty unit may receive tuition reimbursement in accordance with the following requirements:

1. a maximum of \$2000 not to exceed 50% of the tuition in any one academic year except as provided in section 7. below.
2. Tuition reimbursement shall be processed upon submission of evidence of successful completion of courses taken. This evidence shall be submitted by the employee to the Office of Personnel Operations.
3. Tuition reimbursement shall be made for a course, workshop, institute or other organized activity in any of the following areas.
 - a. The faculty members' discipline.
 - b. A related discipline.
 - c. Methods or curriculum.
 - d. Retraining as recommended by the College President and approved by the Chancellor.
4. Courses, workshops, institutes, or other organized activities must be taken at an accredited institution. Exceptions may be made for courses, workshops, or other organized activities offered by recognized business, industry, governmental, professional, and occupational organizations or associations.
5. A request for reimbursement for professional growth must be submitted to the Committee on Tuition Reimbursement prior to enrollment and approved by the same committee.
6. The Los Angeles Community College District shall not provide funds for courses or programs in administration or courses leading to or required for a degree or credential in administration unless the employee can provide evidence that such courses or programs enable the employee to serve more effectively in his/her position or in another position in the Unit.
7. Notwithstanding the restrictions listed above, if reimbursement is approved for retraining in accordance with section 3.d. above, the District shall pay the full cost of tuition, books, and materials for such employee so enrolled at the time such costs are due.
8. The total amount encumbered for tuition reimbursement shall not exceed \$50,000 per fiscal year.

B. The Los Angeles Community College District shall provide a fund in the amount of \$120,000 per fiscal year for the purpose of supporting convention and conference attendance for members of the unit. No convention and conference funds shall be budgeted for the employees in the Faculty Unit by the individual campus.

This fund shall be distributed to the colleges by the Vice Chancellor of Educational Services in proportion to the number of full-time faculty members on each campus and shall be administered at each college by a committee of faculty appointed by the campus Academic Senate and approved by the College President. Should the College President not approve an appointment, he/she shall state the reason in writing to the President of the Academic Senate. The granting of convention and/or conference attendance shall be in accordance with established District rules and regulations.

ARTICLE 24, PERSONNEL FILES

A. Definition. A personnel file will mean the personnel file compiled on an employee and maintained in the Human Resources Division or in the President's office at the campus. These files shall not include a supervisor's personal notes and the records relating to grievances and arbitrations. The materials in these files shall be the only personnel records which may be used by the District in any proceedings which affect the status of the employee.

B. Placing Materials in the File

1. A faculty member shall be provided a copy of all written material prior to the time it is placed in his/her personnel file. No material may become a part of an employee's record, placed in his/her personnel file, until the employee has been provided a copy of such material and had an opportunity to respond. Such material shall be provided to the employee within a reasonable period of time after receipt of said material.
2. Materials may be placed in the file by the appropriate administrator whose name shall be noted on the material so placed, along with the date of such placement.
3. Adverse material which has been placed or will be placed in an employee's personnel file shall not be retained in that file for more than four years after original receipt of the materials unless the employee asks that the material be retained.

C. Viewing the File

1. An employee shall have the right at any reasonable time to inspect his/her personnel file.
2. The employee may be accompanied by a representative of the AFT.
3. The employee's AFT representative shall have the right, with the written consent of the employee, to inspect the employee's personnel file at a reasonable time.

ARTICLE 25, LEAVES

A. General Policy on Leaves of Absence

1. Definition. A leave of absence is authorized absence from duty, for a specific period of time and for an approved purpose, with the right to return to a position in the same classification at the conclusion of the leave.

2. Leave Categories

- a. MANDATORY LEAVES. The District shall grant certain mandatory leaves requested by employees if requirements have been met and reasons suitably documented. Such leaves are: Bereavement, Illness, Industrial Accident, Family Illness, Rest, Ma-

ternity, Assault and Battery, Military, Government Service, Governmental Order, Parental (mandatory in those instances defined in Section O.1. below; otherwise optional), Part-Time Service, and Sabbatical Leave.

b. OPTIONAL LEAVES. All other leaves requested by employees may or may not be granted, depending on status and service of the employee, reasons given for the leave, documentation of these reasons, and effect of the leave upon the work of the particular college or division. If an optional leave is denied, reasons must be specified on an appropriate form.

3. Requirements. Each leave category has specific requirements which must be met before the leave can be granted.

4. Length of Leave. The minimum and maximum length of leave (including extension) depends on the type of leave. No leave, except military, may be written beyond the expiration date of the employee's credential covering service in the position or beyond the termination date of his/her assignment. Except as otherwise provided by this agreement, in determining eligibility for extension of leaves, a major portion of a semester counts as a semester and part-time leaves are considered the same as full-time leaves. A particular leave may be extended by the Chancellor or his/her designee beyond the length of time stated in this Article for that leave. Any combination of consecutive leaves is limited to six semesters unless extended by the Chancellor or his/her designee. Leaves are consecutive if not separated by regular service for at least 130 days.

5. Compensation and Benefits. Employees on leave may receive full pay, part pay, or no pay--depending upon the type of leave. Unless otherwise indicated, a faculty member on leave shall be eligible to retain fringe benefits by paying the cost of his/her fringe benefit package. Each employee granted leave shall, at the time notification of leave approval is given, receive written indication of this right and a timetable and schedule for fringe benefit package payment. Employees not electing to pay fringe benefits shall have their coverage rescinded until return from leave. Each employee granted leave shall, at the time notification of leave approval is given, be so informed. A faculty member on leave whose fringe benefits package has been rescinded, shall have that package automatically reinstated on the date of official return to service in accordance with the re-enrollment provision of Article 27, Hospital, Medical, Dental, Vision Coverage.

6. Request Procedure

a. Leaves for fewer than 21 working days shall be requested orally and granted orally by College President or Vice Chancellor.

b. Leaves for more than 20 working days shall be requested in writing on the proper forms. If the College President or Vice Chancellor approves the release of the employee and the Division of Human Resources approves the eligibility of the employee the leave shall be granted.

Leave requests must be filed no later than 60 days prior to the start of the semester in which the leave will begin. Employees, college presidents and department chairs shall receive notification of leave request disposition within 30 days of filing leave request. If leave request is denied, the reason(s) must be indicated. Exceptions to the filing requirements may be granted by the Vice Chancellor of the Division of Human Resources.

7. Effect on Step Advance. Time spent on the following leaves counts as service toward step advance: All paid leaves, Exchange, Government Service, Military, Organization leaves. Time spent on other types of leave does not count toward step advancement.

8. Effect on Retirement. Time on the following leaves counts as service toward retirement in the same proportion as the salary received: Illness (if paid), Industrial Accident, Military, Sabbatical, Exchange (if paid by the Los Angeles Community College District).
9. Effect on Leave Privileges. Most leaves require at least two consecutive semesters or the hourly equivalent of 130 days of full-time actual service immediately preceding the leave. A Sabbatical, Exchange or Government Service Leave meets this requirement. Time on other leaves does not meet this requirement.
10. Effect on Sabbatical. Time on Exchange or paid Military leaves counts toward the service requirement for Sabbatical leave. Time on other leaves does not count. Leaves do not break time service continuity for Sabbatical, but may reduce the days served in a year below the Minimum required.
11. Effect on Points. Employees on leave may earn points without limitation (except for Educational Travel), but may use them for column advance only under the same limitations that apply to employees in service.
12. Effect on Assignment. An employee returning from leave is reassigned to the college or division from which leave was taken unless a transfer would have been made if the employee had been on duty.
13. Return to Service. Request to cancel an approved leave or to return to service prior to expiration date of leave will be considered by the President or Vice Chancellor on the basis of convenience to the District. There is no obligation to permit such cancellation or early return. Even though a request to cancel a leave is made before the effective date, there is no obligation to approve such a request.
14. Failure to Return. Failure to report for duty at the expiration of leave may be adequate cause for dismissal.

B. Assault and Battery Leave (Mandatory)

1. Definition. An assault or battery leave is a type of industrial accident leave; it is granted for absence because of an injury resulting from an assault and/or battery that was directly related to the performance of duties. The determination of whether or not the absence is due to an assault or battery is the responsibility of the Division of Human Resources.
2. Length of Leave. Leave shall be granted from the first day of absence resulting from assault and/or battery but paid leave shall not exceed one calendar year.
3. Extension of Leave. If unable to return at end of calendar year, employee may be placed on some other type of paid or unpaid leave for which he/she meets eligibility requirements.
4. Compensation. When an employee is absent because of such assault and/or battery, the employee will be paid his/her full salary (for the assignment in which serving when injured) for a maximum of one calendar year. Except for the one year provision, compensation is paid under the same provisions as apply to other industrial accidents (See PG B417).
5. Multiple Assignments. Persons who have multiple assignments will be given assault and battery leave from the assignment in which the injury occurred and from any other certificated assignments in which the employee is eligible for illness absence pay.
6. Additional Provisions. See also PG B 417 for additional provisions relating to industrial accidents.

7. Report to Law Enforcement Agency. It is the duty of any employee who is attacked, assaulted, or menaced by any person, and the duty of any person under whose direction or supervision such employee is employed who has knowledge of such incident, to promptly report the incident to the appropriate law enforcement authorities of the County or City in which the incident occurred. If the attack, assault, or menace was by a student, failure to make such a report is a misdemeanor punishable by a fine of not more than \$200 and any action designed to influence the employee not to make such a report is also a misdemeanor subject to a fine of not less than \$100 or more than \$200 (Education Code 87014).

8. Request Procedure. Employee shall attach a statement to the appropriate leave request form from a licensed physician verifying the fact that the employee cannot work because of injury, and a copy of the report to the Law Enforcement Agency.

9. Return to Service. Health approval is required before return to service from injury.

C. Bereavement Leave (Mandatory)

1. Definition. A bereavement leave is approved absence due to the loss by death of a person related by blood or marriage, or whose domestic relations were close, or who was a close friend, or lived in the same domicile. Bereavement leave is also granted for absence due to:

- a. Official notice in time of war that a member of the immediate family is "missing in action," or
- b. Official notice that a deceased member of the immediate family is being returned by the armed forces for interment in this country.

2. Requirements

STATUS: All employees are eligible for a bereavement leave except a day-to-day substitute.

SERVICE: Employees must be in active service (not on leave) at the time of the leave.

3. Length and Time of Leave

Maximum of three working days (or five days if more than 200 miles travel is required) for death of member of "immediate family," not necessarily consecutive, within ten calendar days after demise or notification of date of funeral. A three-day bereavement leave may be granted for each death described above even though more than one death occurs simultaneously; such leaves may be consecutive.

4. Compensation

- a. Regular salary shall be paid for a maximum of three or five days absence for each instance of absence due to bereavement as described above.
- b. Salary payment must be authorized by the College President or Vice Chancellor and reported on the time card.

5. Effect on Benefits: Bereavement absence with pay counts toward benefits as paid service.

6. Request Procedure: Make oral request to College President or Vice Chancellor. Evidence of bereavement may be requested by the College President for approval of salary payment.

D. Exchange Leave (Optional)

1. Definition: An exchange leave is a leave granted to permit an employee to serve as an exchange employee in any foreign country or in any state, territory, or possession of the United States.

2. Status Requirement: Employee must have regular status on the effective date of the leave.
3. Length of Leave: The exchange is for one academic year only, unless extended for one additional year by consent of the Chancellor and employee concerned.
4. Compensation: The compensation is determined by the exchange agreement.
5. Effects on Benefits

a. LEAVE OF ABSENCE: One year on an exchange leave counts toward the service requirement for a sabbatical leave. At the completion of any exchange, the employee shall serve at least two consecutive years with a minimum of 130 days of full-time service each year before eligible for another exchange assignment.

b. STEP ADVANCE: Credit for service on an exchange leave counts toward step advance as if service were in the District. An employee on such an exchange must have served a minimum of 130 days for which salary is paid, other than for illness or quarantine, while in the employ of the outside organization, in order to receive step advance upon return to the District. An affidavit of this experience completed by a representative of the employing organization must be filed with the Office of Personnel Operations verifying this service.

c. RETIREMENT: Service on an exchange leave counts toward retirement if approved by STRS. If retirement contributions are not deducted from compensation, the employee must personally arrange for payment of required contributions.

E. Family Illness Leave (Mandatory)

1. Definition: A family illness leave is one granted to an employee who is needed at home because a member of the immediate family is ill.

2. Requirements

STATUS: Employee must have other than day-to-day substitute status on the effective date of the leave.

SERVICE: No prior service required.

3. Length of Leave: Leave shall not be granted for more than four semesters.

4. Compensation: No salary will be paid by the District for the period of the leave. However, an employee on family illness leave may be approved to serve up to the limit for multiple assignments.

5. Effects on Benefits. Applicable statutes provide for payment of certain benefits to the employee for a limited period of time. After the expiration of this period, no credit is allowed for any benefits for additional time spent on family illness leave. For such time, employee may pay his/her own premiums for medical/hospital, dental, vision and group life insurance.

6. Applicable statutes. California Family Rights Act of 1991; Family and Medical Leave Act of 1993.

F. Government Service Leave (Mandatory)

1. Definition. Government Service leave is leave to serve in some elected or appointed capacity in local, state or national government.

Government Service leaves shall include election to full-time public office, Peace corps, ACTION, and appointment to government service in a non-protected position.

2. Status Requirement: Leave shall be granted to regular faculty members.

- 3.Length of Leave: Full-time government service leave shall be for the term of the office, or four years, whichever is longer, and shall not be renewable. Part-time government service leave may be extended beyond the four year limit.
- 4.Compensation: No salary will be paid by the District for the period of the leave.
- 5.Effect on Benefits: No credit for any benefits is allowed for time spent on Government Service leave.

G.Governmental Order Leave (Mandatory)

- 1.Definition: A governmental order leave is granted to an employee to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.
- 2.Requirements
 - STATUS: All employees except day-today substitutes.
 - SERVICE: Employee must be in active service (not on leave) at the time of the leave.
- 3.Length of Leave: The date or dates specified in the order. Absence for dates in addition to those specified must be certified by an authorized officer of the governmental jurisdiction.
- 4.Compensation
 - a.Regular salary is allowed for period of leave if evidence of governmental order is provided.
 - b.If any compensation is received for responding to governmental order, other than mileage and/or subsistence or compensation for District non-working days, such compensation shall be given to the college or division time-keeper for forwarding to the Disbursements Branch.

H.Grant Leave (Optional)

- 1.Definition: A grant leave is a leave to permit a regular faculty member to accept a grant to teach, lecture, or do research for a private institution or a city, county, state, federal or foreign government. Such service should result in the employee's rendering more effective service to the District upon his/her return.
- 2.Status Requirement: Employee must hold regular status on the effective date of the leave.
- 3.Length of Leave: Leave may be granted for a maximum of two semesters.
- 4.Compensation: No salary will be paid by the District for the period of the leave.
- 5.Effect on Sabbatical Leave: Service under a grant leave counts toward the service required for a sabbatical leave if evidence is presented, satisfactory to the Office of Personnel Operations, that such service was rendered.
- 6.Effect on Step Advance: When satisfactory evidence is presented to the Vice Chancellor, Division of Human Resources, that service rendered will be equivalent to service in the District, credit for step advance is allowed. This approval will be prior to the effective date of the leave.
- 7.Effect on Retirement: Time spent on grant leave does not count as service for retirement and will therefore reduce the total service credit on which the retirement allowance is based.
- 8.Request Procedure: The College President or Vice Chancellor shall forward the leave request to the Office of Personnel Operations. Final approval of leave requests will be

withheld pending the receipt by the Office of Personnel Operations of verification that the grant application has been approved. The employee and the college or division shall be notified when final approval of the leave request has been granted.

I. Illness Leave (Mandatory)

1. Definition: An illness leave is a paid or unpaid leave granted to a faculty member who is compelled to be absent from duty in his/her current assignment on account of his/her own illness or injury or because of quarantine occasioned by his/her own or another's illness.

a. FORMAL ILLNESS LEAVE OF ABSENCE. A formal illness leave is a leave granted to an employee for a period of more than 20 consecutive working days.

b. INFORMAL ILLNESS LEAVE OF ABSENCE. An informal illness leave is a leave which is granted to an employee for a period of 20 working days or less.

2. Calculation and Compensation of Illness Leave

a. EMPLOYEES ASSIGNED FULL TIME. Full-pay illness allowances are credited to employees assigned full-time on July 1 each year. Employees assigned in "A" and "D" bases receive twelve days, and those assigned in "B" and "C" bases receive ten days. Unused full-pay days are accumulated from year to year. If the employee's accumulated balance of full-pay days is less than 100, half-pay days are credited each year to bring the total of full-pay days and half-pay days to 100. If the full-pay balance is 100 or more, no half-pay days are provided; however, there is no limit on accumulation of full-pay days.

b. EMPLOYEES ASSIGNED LESS THAN FULL TIME. Employees assigned less than full time are credited with illness days based on the number of days per week assigned. Full-pay days and half-pay days are credited to an employee's account in the proportion that the number of days assigned per week bears to five (e.g., an employee assigned to two days per week would be credited with four full pay days ($2/5 \times 10 = 4$) and 36 half-pay days, a total of 40 days ($2/5 \times 100 = 40$). After full-pay days have been accumulated to the limit for half-pay days, no half-pay days are allowed.

c. ON-CALL DAY-TO-DAY SUBSTITUTES. On-call day-to-day substitutes do not earn illness allowances. On-call day-to-day substitutes who have accumulated a "balance" because of prior assignment to a monthly rate assignment (described in 2.a. above) may use the previously earned illness leave in on-call day-to-day substitute service subject to the limitations described in d.(3) below.

d. COMPENSATION

(1) Employees Paid on a Monthly Rate Schedule: When an employee is absent because of illness and such absence is properly reported and verified, the employee will be paid his/her full salary up to the total number of full-pay illness days to his credit. Additional illness absence will be paid at half salary up to the total number of half-pay days accumulated. Additional illness absence will be non-paid until the beginning of the next academic year at which time new balances will be credit as described in 2.(a) above.

(2) Employees Paid on the Hourly Rate Schedule. Hourly rate employees are charged one day of illness for each "day" of illness absence. For example, an instructor assigned 2 hours per night 2 nights a week who is absent for one week (4 hours) is charged for 2 days; an instructor assigned 4 hours per night one night a week who is absent for one week (4 hours) is charged for one day.

(3) On-call Day-to-Day Substitutes. On-call day-to-day substitutes who have accumulated an illness pay "balance" because of prior assignment to a class on a monthly rate schedule will be allowed pay for absence due to illness. The substitute must not have been released prior to the illness and no illness benefits shall be paid after the date the substitute was scheduled to be released.

(4) A permanent employee may donate to any other permanent employee in the unit who has a long-term illness one or two full days each academic year but only when the donor has an accumulated illness balance of one hundred two or more full-paid days of illness leave at the time of his/her donation.

3. Required Verification

An employee who is absent because of illness shall be required to sign on a form provided a statement that such absence was due to illness, injury, or quarantine. Such form must be approved for payment by the proper administrator. Payment for absence due to illness shall be made only upon certification by the Chancellor or his/her designated representative that such absence was for reason of illness or injury.

4. Holiday Pay

If an employee who is eligible for illness payment as indicated above receives pay because of illness, injury, or quarantine on either side of a holiday period for which he/she qualified for holiday pay, he/she shall receive holiday pay for the holiday period and the days of the holiday period shall not be considered as days of illness or injury leave.

In case a holiday occurs on the first day of the employee's assignment, and he/she receives pay because of illness, injury or quarantine on the first day of his/her assignment following the holiday, the holiday shall not be considered as a day of illness or injury leave. In case a holiday occurs on the last day of the employee's assignment, and he/she receives pay because of illness, injury, or quarantine on the last day of his/her assignment preceding the holiday, the holiday shall not be considered as a day of illness or injury leave.

5. Effects on Benefits

Time on illness leave with pay counts for step advance, retirement, and vacation; credit in full for step advance and vacation, and full or half, according to the pay allowed, for retirement.

Time on illness leave does not count as service in meeting requirements for other types of leaves.

6. Additional Summer Session Credit

An employee who is to perform service on twenty or more days during a summer session shall be allowed one and one-half days of full pay illness leave in addition to that provided in Section 2.(a) above. This paid illness leave benefit for a summer session assignment, if not used, will be accumulated from one summer session to another but will not be added to any other illness leave balance.

7. Status Requirements for Illness Leave

For an informal illness leave of absence, employees paid from a monthly rate schedule and employees on the hourly rate schedule must be in a regular assignment, a summer session instructor with a regular session basic assignment, or as a substitute in a higher class than the regular assignment. On-call day-to-day substitutes must qualify, as indicated in 9.(c) below, for illness leave pay.

For a formal illness leave of absence, assignment to a class paid on a monthly rate or hourly rate schedule is required; however, no prior service is required.

8. Time Limitations For Formal Leave of Absence

- a. **EMPLOYEES PAID ON A PREPARATION SALARY SCHEDULE.** Maximum leave granted at any time is to the end of the semester following the semester in which the leave commences. Such leave may be extended for a total period of not more than four semesters. After an employee has had four semesters of illness leave (either continuous or in series) he/she may have an additional two-semester leave for illness only if, in the opinion of a District Physician Consultant, the employee will be able to resume his/her duties at the end of the leave. If, in the opinion of the District Physician Consultant, the employee will not be able to resume his/her duties at the end of the leave, the leave will be granted only for a sufficient time to allow the employee to apply for disability retirement.
- b. **EMPLOYEES PAID ON THE HOURLY RATE SALARY SCHEDULE.** Employees who are serving as hourly rate employees without regular status as full time employees of the District may be granted a leave to the end of the semester in which the leave commences.
- c. **ADDITIONAL LEAVE PERIODS.** Additional leave may be granted only on the approval of the Chancellor.

9. Time Limitations for Informal Leave of Absence

- a. **EMPLOYEES PAID ON A PREPARATION SALARY SCHEDULE.** Maximum informal leave is 20 working days. An illness which extends beyond 20 consecutive working days may be converted to a formal illness leave upon receipt of the proper forms.
- b. **EMPLOYEES PAID ON THE HOURLY RATE SALARY SCHEDULE.** Maximum informal leave is 20 working days. A working day is defined as a day on which the employee is assigned. For example, an employee assigned for one day a week would be covered for only four absences. An illness which extends beyond 20 consecutive working days may be converted to a formal illness leave upon receipt of the proper forms.
- c. **ON-CALL DAY-TO-DAY SUBSTITUTES.** On-call day-to-day substitutes who have accrued an illness leave balance because of prior assignment to a monthly rate position shall be granted an informal illness leave of absence if the substitute has not been released prior to the illness. No illness benefits shall be paid after the date the substitute was scheduled to be released.

10. Request Procedure

a. FORMAL ILLNESS LEAVE OF ABSENCE

- (1) Employees must complete Leave of Absence Request Form.
- (2) Employee must attach a statement from a licensed physician or other practitioner verifying the fact that the employee cannot work because of personal illness or injury.
- (3) These forms must be submitted to the President of the College or the Vice Chancellor for forwarding to the Office of Personnel Operations.
- (4) Leave requests will be recommended for approval or denial by the District Physician Consultant.
- (5) Disposition of the leave request will be sent to the employee by the Office of Personnel Operations in writing.

b. **INFORMAL ILLNESS LEAVE OF ABSENCE.** The request should be made orally to the President of the College or Vice Chancellor.

11. Employment While on Leave

An illness leave period is considered as beginning on the first day for which illness is claimed at the time the employee usually reports for work extending through the last day for which illness is claimed until the time the employee usually leaves the job. If, between these two times, the employee is engaged in any gainful employment, he/she will be required to forfeit any illness pay claimed during the period of employment.

12. Extra Assignment

An employee who is on formal illness leave from his/her regular assignment must also take illness leave from his/her extra assignments unless specifically authorized to perform part-time service by the District Physician Consultant. Informal illness leave may be allowed for qualifying extra assignments (e.g. hourly rate) without reference to illness leave status of the employee in regular assignments.

13. Return to Service

a. ABSENCE DUE TO PERSONAL ILLNESS, INJURY OR MATERNITY LEAVE OF ABSENCE

If an employee has been absent because of illness, injury or maternity leave of absence,

- (1) For less than 6 consecutive working days, the employee must sign and submit a "Certification of Illness or Injury" card (Form 60.82B). Follow procedure c. below for return to service.
- (2) For more than 5 but fewer than 11 consecutive working days, the employee must submit a "Certification of Illness or Injury" card (Form 60.82B) signed by a physician or other practitioner. Follow procedure c. below for return to service.
- (3) For more than 10 consecutive working days, the employee must submit a "Certification of Illness or Injury" card (Form 60.82B) and an "Attending Physician's Statement" (Form C305) signed by a physician or other practitioner. Follow procedure c. below for return to service.

b. ABSENCE DUE TO QUARANTINE. If employee has been absent because of quarantine, regardless of length of such absence, a county health office exclusion and readmittance card must be obtained. Employee should follow procedure c. below.

c. RETURN PROCEDURE

Employee reports to the college or division and is admitted to service without health examination at the discretion of the College President or Vice Chancellor. If in the opinion of the College President or Division Head the employee should not return to duty, the employee must present an "Attending Physician's Statement" (Form C305) completed by his/her physician at the time of the physical examination and by a District Physician Consultant.

14. Applicable statutes. Certain statutes provide for illness benefits to the employee for a limited period of time. Such benefits will be coordinated with those provided in this Agreement, so that benefits are provided under both the Agreement and the statutes. California Family Rights Act of 1991; Family and Medical Leave Act of 1993.

J. Industrial Accident Leave (Mandatory)

1. Definition. An industrial accident leave is one granted for absence because of occupational illness or injury which arose out of and in the course of District employment, and which qualifies under Worker's Compensation, in order to preserve illness benefits for subsequent illness or injury which is not job connected.
2. Length of Leave
 - a. Leave shall be granted from the first day of absence resulting from industrial accident or illness but shall not exceed 60 working days (when the employee would have been performing his/her duties) for one accident, and shall not extend beyond the last day for which temporary disability indemnity is received. The allowance is reduced by one day for each day of authorized absence regardless of the amount of a temporary disability indemnity award.
 - b. The 60 days is not accumulative from year to year. In case the absence extends into the following year, only the unused amount of leave for the same accident is available.
3. Extension of Leave. An employee who is unable to return after 60 days shall be continued on industrial accident leave but may be paid from accumulated illness benefits. At the exhaustion of regular illness leave benefits, if still unable to return, the employee shall be placed on unpaid industrial accident leave.
4. Compensation. Before salary payments can be made, the required accident report must be on file in the Business Services Division.
 - a. The District will issue appropriate salary warrants, including the amount of the temporary disability payments, but not exceeding the employee's full salary. Such warrants are subject to normal retirement and other authorized deductions.
 - b. During the initial 60-day absence, the employee shall receive the difference between his/her regular salary and the compensation received from the Compensation Fund; such payment is not charged against the employee's accumulated illness balance. If the 60-day maximum is exceeded, the employee may start drawing the regular illness compensation to which he/she may be entitled.
 - c. A full day's salary for an employee is the salary for one-twentieth of the average number of hours for which pay was received for the pay periods within his/her assignment code basis during the year immediately preceding the beginning of the leave.
 - d. When vacation or any paid leave, except an industrial injury or industrial illness leave, is used in conjunction with temporary disability benefits derived from workers' compensation, the vacation or leave shall be reduced by not more than the amount necessary to provide a full day's salary when added to the temporary disability benefits.
 - e. If an employee has received a final settlement for permanent industrial disability and, after the final settlement, is absent because of illness arising from the industrial accident or because of the continuation of the industrial illness, he/she may be entitled to regular illness or injury leave benefits. The allowance made in a final settlement is not subject to deductions under this rule.
5. Effect on Benefits. Time on industrial accident leave does not constitute a break in service; the first 60 days is not charged against illness pay balance; time does count toward salary advance and retirement credit; does not count as service for faculty tenure or eligibility for other leaves.
6. Activities While on Leave

a. An industrial accident leave period begins on the first day for which injury is claimed at the hour the employee usually reports for work and extends through the last day for which injury is claimed until the hour the employee is engaged in any gainful employment. The employee will be required to forfeit any injury pay received from the District during any period of employment.

b. An employee on industrial accident leave shall remain within the State unless the governing board authorizes travel outside the State.

K. Maternity Leave (Mandatory)

1. Definition. A maternity leave is an unpaid leave which is granted because the employee is pregnant.

2. Status Requirement. Employee must hold other than day-to-day substitute status at the time leave is requested.

3. Length of Leave. A maternity leave may be granted for a maximum period of two full semesters.

An employee may request beginning and ending days for a maternity leave within the limitations indicated above.

4. Compensation. No salary will be paid by the District while an employee is on a maternity leave; however, for the period of time during which the employee is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, she shall be permitted to utilize her illness leave pursuant to Section 1, Illness Leave, of this Article.

5. Illness. An employee may request that a maternity leave be terminated and file for a formal illness leave according to established procedures.

6. Effect on Benefits. No credit is allowed for time spent on maternity leave for any benefits, including step advance, eligibility for other leaves, retirement, etc. "Points" may be earned while on such leave.

L. Military Leave (Mandatory)

1. Indefinite Military Leave

Definition. An indefinite military leave of absence is one granted to an employee ordered to active military duty for a period of more than 180 calendar days as provided in the Education Code, Military and Veterans Code.

2. Temporary Military Leave

Definition. A temporary military leave of absence is one granted to an employee ordered to active military duty for a period of not more than 180 calendar days (including travel time) as provided in the Education Code, Military and Veterans Code.

M. Opportunity Leave (Optional)

1. Definition. An opportunity leave is a leave to permit an employee to accept certain opportunities of superior character which will result in the employee's rendering more effective service to the District upon his/her return.

2. General Policy

a. Opportunity leaves of absence may be granted for the following types of service outside of the United States:

(1) Government service under the auspices of the armed forces.

(2) Teaching service or related service in the field of education.

b. Opportunity leaves of absence may be granted for the following types of service in the United States:

(1) Government service when officially requested by an official representing the department making the request.

(2) Instructional service in a collegiate level institution.

c. Opportunity leaves of absence may be granted to permanent employees when such leaves are deemed desirable to prevent the layoff of employees because of reduced enrollment.

d. The College President or Vice Chancellor may recommend that an employee be granted an opportunity leave, even though not within the scope of paragraphs a. to c., but must approve the opportunity as one of exceptional importance to the District.

3. Requirements

STATUS: If the employee does not have permanent status in the District on the effective date of the leave, the College President or Vice Chancellor must state in writing that the leave is being requested for a probationary employee.

SERVICE: During the two preceding consecutive semesters, the employee must have either:

(a) Been on an illness, study, travel, Federal Grant, or sabbatical leave, or

(b) If full-time, received pay for the number of hours equivalent to 130 days of full-time service, or

(c) If part-time, been in paid service (other than illness or injury) during at least seven pay periods.

4. Length of Leave. Leave may be granted for a maximum of two semesters; leave may be granted on a part-time basis and/or alternate semester basis. Under exceptional circumstances, such a leave may be extended to a total of four semesters. No leave can be written beyond the expiration date of the employee's credential.

5. Compensation. No salary will be paid by the District for the period of the leave.

6. Effect on Benefits. No credit is allowed for time spent on opportunity leave for any benefits, including step advancement and service for sabbatical or other types of leaves.

7. Request Procedure. The request for such leave should be made on the District Form (Leave of Absence Request) obtained from the college or division. Attached must be:

a. A written statement describing the nature of the opportunity and how it will enable the employee to render more effective service to the district upon return to service, and

b. A verification of the offer.

The leave request should be presented to the President of the College or Vice Chancellor for administrative approval and transmittal to the Office of Personnel Operations.

Official verification of the offer is necessary before any opportunity leave can be granted; however, leaves should be requested prior to the leave deadline without official verification. The leave application will be held until the official verification has been received before final approval will be made by the leave committee.

The Office of Personnel Operations will notify the employee as to the outcome of the application.

N. Organization Leave (Optional-Mandatory) (EC 87768.5)

1. Definition. An organization leave is a leave which is granted to enable an employee to serve as an elected officer in any officially recognized Los Angeles Community College District professional educational organization. AFT Organization leaves shall be mandatory, all others optional.
2. Requirements
STATUS: Employee must have probationary or permanent status on the effective date of the leave.
SERVICE: No prior service is required.
3. Length of leave. Leave may be granted to the end of the academic year in which the incumbency begins and may be renewed annually during incumbency.
4. Compensation. Salary and benefits will be paid by the District for the period of service covered by the leave, provided the District is reimbursed by the organization within ten days of receipt of certification of payment of compensation as provided in EC 87768.5.
5. Effect on Benefits. Time spent on organization leave counts as service for salary step advance and for sabbatical leave. "Points" may be earned while on leave. No credit for salary step advance shall be allowed for time spent on organization leave outside the District.

O. Parental Leave (Optional/Mandatory)

1. Definition. An optional parental leave is a leave granted to an employee who is a parent or legal guardian for his/her minor child (under 18 years of age).
A mandatory parental leave is a leave granted to an employee due to the birth of a child or the arrival of an adopted child.
2. Requirements
STATUS: A employee must have other than day-to-day substitute status on the effective date of the leave.
SERVICE: No prior service is required for employees.
3. Length of Leave. Parental leave may be granted for a period of one or two semesters and may be extended for a total of six semesters for any given minor child.
4. Compensation. No salary will be paid by the District for the period of service covered by this leave except in the case of the birth of a child or the arrival of an adopted child a maximum of twenty (20) paid working days shall be granted. Such cases will be separate and apart from personal emergency leave but will be deducted from accumulated illness leave. In absence of an appropriate accumulated illness leave, such leave will be unpaid.
5. Effect on Benefits. No credit is allowed for time spent on unpaid leave.
6. Applicable statutes. Certain statutes provide for parental leave benefits to the employee for a limited period of time. Such benefits will be coordinated with those provided in this Agreement, so that benefits are provided under both the Agreement and the statutes.
California Family Rights Act of 1991; Family and Medical Leave Act of 1993.

P. Personal Leave (Optional)

1. Definition. A personal leave is one which is granted to an employee for a specific personal reason.

- 2.Requirement. Employee must hold other than day-to-day substitute status.
- 3.Length of Leave. A personal leave may be granted for not more than two semesters.
- 4.Compensation. No salary will be paid by the District for the period covered by the leave. However, an employee on personal leave may be approved to serve up to the limit for multiple assignments.
- 5.Effect on Benefits. No credit for any benefits is allowed for time spent on personal leave.

Q.Personal Necessity Leave (Optional)

- 1.Definition. Personal Necessity Leave of Absence is a paid leave granted to permit an employee to be absent without loss of pay when the specific conditions or events (see below) require the personal attention of the employee during his/her assigned hours of service and involve circumstances the employee cannot reasonably be expected to disregard.

2.Requirements

STATUS: Employee must hold other than temporary or substitute status only at the time of the leave or be in a status which qualifies the employee for illness pay.

SERVICE: No prior service is required for those with regular status. Service in prior status is required for substitutes.

- 3.Length of Leave. Leave may be requested for one or more hours of absence. The total paid hours allowed in any one academic year shall not exceed the equivalent of six days.
- 4.Compensation. Full salary will be paid upon approval for all hours of absence for which proper certification is made which do not exceed the above limits and which do not exceed the total full-pay illness balance of the employee. All hours paid will be deducted from the full-pay illness balance of the employee.
- 5.Qualifying Events. The following are those events which may be used as a basis for requesting personal necessity leave:
 - a.(1*) BEREAVEMENT. The death of a person related by blood or marriage, or whose domestic relations were close, or who was a close friend, or lived in the same domicile, or absence due to (1) official notice in time of war that a member of the immediate family is "missing in action," or (2) official notice that a deceased member of the immediate family is being returned by the armed forces for interment in this country. This benefit is in addition to any days of paid leave granted under Bereavement Leave.
 - b.(2*) ACCIDENT. An accident to any employee's person (not covered by illness leave or industrial accident leave),
 - c.(3*) or to his/her property or to the person or property of a member of his/her family (see "a" above), which is serious and requires the attention of the employee during his/her assigned hours of service.
 - d.(4*) COURT APPEARANCE. Appearance in court as a litigant. (The employee must return to work in cases where it is not necessary for him/her to be absent the entire day.)
 - e.(5*) WITNESS. Appearance as a witness under an official governmental order:
 - (1)Each date of necessary attendance under such order, other than the date specified in a subpoena, shall be certified to by the clerk or authorized officer of a court or other government jurisdiction; and

(2) In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the Business Services Division; and

(3) The employee must return to work in cases where it is not necessary for him/her to be absent the entire day.

f.(6*) FAMILY ILLNESS. Illness of a member of the employee's family (see "a" above).

g.(7*) PATERNITY. Birth of a child.

h.(8*) HOME PROTECTION. Necessary action taken by employee to protect his/her domicile occasioned by a natural event such as a flood or fire.

i.(9*) Any other significant event, personal to the employee, for which other paid leave of absence is not authorized, which, under the circumstances, the employee cannot reasonably be expected to disregard, and which requires the immediate attention of the employee during his/her assigned hours of service.

* "Reason" number to be indicated on District form.

6. Limitations

a. The days allowed shall be deducted from and may not exceed the number of full pay days of illness or injury leave to which the employee is entitled.

b. Personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.

c. Personal necessity leave shall not be granted for an employee organization meeting, or employee organization activity unless the leave is approved by the Chancellor or his/her designee.

d. Personal necessity leave shall not be granted for work stoppage activities.

e. The employee is to return to work whenever it is not necessary for him/her to be absent for the entire day.

7. Request Procedure. Employee must fill out district form including specific explanation of reason for absence and file it with the administrator of the college or division. For any anticipated absence known in advance for reasons covered by 5.d.(4*), 5.e.(5*), and 5.i.(9*), the request is to be submitted prior to the absence. For all other qualifying events the request must be submitted immediately upon return to service.

8. Administrator Approval. Payment for personal necessity absence shall be made only upon certification by the employee's administrator that the absence was due to a situation designated as a personal necessity within the limits described above. The administrator shall take whatever steps are necessary to satisfy himself/herself that a personal necessity did exist. Requests approved and signed by the administrator are to be retained with the payroll records of the college or division.

R. Position Leave (Optional)

1. Definition. A position leave may be granted to an employee from one position to serve in another class in the service.

2. Requirements.

STATUS: Employees must have other than substitute status only in the position from which the leave is taken on the effective date of the leave.

SERVICE: No prior service is required.

3. Length of Leave. A position leave may be granted for two semesters or less and extended to four semesters. A position leave or any combination of position leaves may be extended from four semesters to a maximum of six consecutive semesters only

upon the specific request of the College President or Vice Chancellor and upon the approval of the Chancellor.

EXCEPTION: Position leave for Department Chairs shall be extended to the conclusion of the term/terms of office as long as extension does not involve a substitute replacement.

4.Compensation. Compensation shall be earned for the position in which service is rendered.

5.Effect on Benefits

a.SALARY. Service in a position in a higher class than that of the regular assignment counts toward step advance in the regular assignment.

b.OTHER LEAVES. An employee on a position leave may be granted a mandatory leave from the second position.

c.OTHER BENEFITS. Time on position leave does not count toward other benefits except as such credit is earned in the new position.

6.Request Procedure. The college or division is responsible for submitting a Request for Personal Action to initiate a position leave. No formal request is required from the employee. All position leave requests shall indicate an ending date (Date to).

7.Return to Former Class. Employees are reelected to full time service in the class from which they are on leave effective immediately following the expiration of their leaves unless they are assigned to a different class prior to return to service in their former class.

S.Reduced Workload Leave of Absence (Mandatory)

1.Definition. Reduced workload leave of absence is granted to regular employees who wish to reduce their workload from full-time to part-time duties in accordance with Education Code Sections 22724 and 87483.

2.Requirements

a.ELIGIBILITY. The employee must meet the age and full-time employment requirements stated in Education Code Sections 22724 and 87483.

b.SERVICE. The minimum part-time employment shall be in accordance with Education Code Section 87483. This request must be exercised upon request of the employee. By mutual agreement of the employer and the employee, the employee may work any percentage of time either semester provided that the total time served per year is equal to or greater than the minimum number of days of service required. For example:

(1)Service may be completed during either semester provided that the minimum number of hours have been met.

(2)Service may be completed by serving part-time during each semester. Any percentage of time may be served provided that the minimum number of hours are served.

(3)Service may be completed by greater than the minimum number of days of service required.

3.Length of Leave. The minimum length of leave shall be for one semester. The maximum length of leave shall be for a period of ten (10) fiscal or academic years.

4.Compensation. The employee will be paid at his/her regular salary rate for the period of time actually worked.

5. Retirement Benefits. The employee will receive full retirement credit for the year's service.

a. The employee and the District shall both contribute to the State Teachers Retirement System the amount required by law.

b. Retirement contributions must be placed on deposit with the Disbursements Branch (Payroll) prior to reduction in service.

(1) The employee must deposit the amount equal to the difference of his/her yearly total retirement contributions and the amount withheld by the District for his/her part-time service. The full amount is needed to eliminate possible loss of retirement credit if a monthly or other type of payment is not received.

(2) The Disbursements Branch will bill the employee for his/her share of the contributions prior to the reduction in service.

6. Employment. No additional restrictions are placed upon the employee regarding multiple or previously held outside employment. Employees may obtain new employment within or outside the District according to the current policies.

7. Effect on Benefits. The employee on Part-time Service Leave with Full-time Retirement Benefits will be entitled to the same benefits he/she would have received had he/she remained in active service in his/her regular position during the leave period.

8. Request Procedure

a. Request shall be submitted not later than the end of the second week of the semester prior to commencement of the leave period. Employees who plan to have no assignment or to work less than one-half of a full-time assignment during a spring semester must submit their leave requests during the prior spring semester.

b. Employee must complete District Leave of Absence Request form and Service Agreement Form which outlines service to be performed during the leave.

c. These forms are then submitted by the employee to the President of the College or Vice Chancellor for his/her recommendation and transmittal to the Office of Personnel Operations.

d. Employees will be informed regarding the disposition of their application by the Office of Personnel Operations.

e. Requests for leaves that have been approved may be cancelled only upon the approval of the College President and the Vice Chancellor, Division of Human Resources. Such requests will be considered on the basis of convenience to the District. One of the factors to be considered is the arrangements that have been made for replacing the employee while on leave.

f. Personnel Operations shall furnish to employees, upon written request, copies of Education Code Section 22724 and 87483 and rules and regulations of S.T.R.S. and other authorized agencies which pertain to this type of leave and which have been made available to the District.

9. Should Education Code Sections 22724 and 87483 be amended, the parties agree to renegotiate any aspects of this Article affected by the amendment(s).

T. Rest Leave (Mandatory)

1. Definition. A rest leave is one granted to an employee who, in the opinion of a physician or other licensed practitioner, is not ill enough to qualify for illness leave but does need a rest.

2. Requirements

STATUS: The employee must hold other than substitute or temporary status on the effective date of the leave.

SERVICE: No prior service is required.

DOCUMENTATION: A statement from a physician or other licensed practitioner indicating that the employee is not well enough to resume the responsibilities of a full-time position must be attached to the leave request.

- 3.Length of Leave. Leave may be granted for two semesters or less but may be extended for a total of four semesters (including any consecutive illness leave).
- 4.Compensation. No salary will be paid by the District for the period covered by the above, except as earned by service in other assignments (see 6. below).
- 5.Effect on Benefits. No credit is allowed for time spent on rest leave for any benefits.
- 6.Effect on Other Assignments. An employee on a rest leave may be approved to serve as an hourly rate employee up to the limit for an extra assignment, if the employee produces a statement from a physician or other licensed practitioner indicating that he/she appears to be well enough to undertake such service.

U.Sabbatical Leave (Mandatory)

- 1.Sabbatical leaves of absence shall be granted to eligible applicants according to the following conditions:
 - a.The employee must have regular status in the District at the time the leave begins.
 - b.The employee must have rendered service in the District for at least six consecutive two-semester periods preceding the beginning of the leave. Only service rendered subsequent to return from the most recent sabbatical leave and subsequent to the most recent break in service is counted except that all time served between the two periods of a split sabbatical leave counts for a subsequent sabbatical leave.
 - c.A travel plan shall indicate absence from the Los Angeles area for a minimum of 50% of the sabbatical leave period. A study plan shall indicate enrollment in at least 5 semester units or its equivalent in an accredited institution of higher education for any period of the leave or the pursuit of an equivalent program of independent study. A study plan which includes approved work on an advanced degree at an accredited institution of higher education shall be at least equal to 4 semester units. A sabbatical leave plan may combine elements of travel, formal study, and independent study in ratio so as to meet the minimum requirements.
 - d.The leave may be taken for one or two semesters. The second semester of a two-semester leave may be taken immediately following the first semester or may be taken at a later time on a split basis provided the second semester of leave is completed within three years of the beginning date of the first leave.
 - e.An employee shall be paid one-half of his/her regular salary for the period of the leave.
 - f.An employee must render service in the District after return from a sabbatical leave which is equal to twice the period of the leave.

- 2.Existing procedures regarding Sabbatical Leave shall be maintained unless changed by mutual agreement of the parties.

V.Study Leave (Optional)

- 1.Definition. A study leave is a non-paid leave of absence which may be granted to enable an employee to pursue a program of study at least four semester units or its equivalent in an accredited institution of higher education for any period of the leave

or the pursuit of an equivalent program of independent study. Correspondence courses are not acceptable for leave purposes.

2. Requirements

STATUS: The employee must hold permanent status on the effective date of the leave.

SERVICE: During the two preceding consecutive semesters, the employee must have either (a) if assigned full-time, received pay for the number of hours equivalent to 130 days of full-time service or been on sabbatical, exchange, or federal grant leave, or (b) if assigned part-time, been in paid service (other than illness or injury) during at least seven pay periods.

3. Length of Leave. Leave may be granted for one or two semesters, and extended to a total of four semesters. (Leaves granted under section 4. are limited to a total of two semesters). Leaves may be granted on a part-time and/or alternate semester basis.

4. Study Leave Following a Study Sabbatical. When following a sabbatical leave for study, an extension of leave is requested in order that study undertaken during the sabbatical may be continued, such a leave may be granted for not to exceed one semester (or for two semesters if the sabbatical leave report and other required forms have been filed and approved).

5. Compensation. No salary will be paid by the District for the period of service covered by the leave. However, an employee on study leave may work as an hourly rate employee up to the limit for an extra assignment.

6. Effect on Benefits. Time spent on study leave does not count as service in determining eligibility for other types of leave, progressive salary advance, promotion, or retirement. Points toward salary column advance may be earned for study undertaken in conformance with established procedures.

W. Travel Leave (Optional)

1. Definition. A travel leave is a nonpaid leave which may be granted to enable an employee to travel outside of a 250 mile radius from the Los Angeles Community College District administrative offices for educational purposes for a minimum of 60% of the time for which the leave is granted.

2. Requirements

STATUS: The employee must hold permanent status on the effective date of the leave.

SERVICE: During the two preceding consecutive semesters, the employee must have either

a. if assigned full-time, received pay for the number of hours equivalent to 130 days of full-time service or been on sabbatical, exchange, or federal grant leave, or

b. if assigned part-time, been in paid service (other than illness or injury) during at least seven pay periods.

3. Length of Leave. Formal leave may be granted for a minimum of one pay period and a maximum of two semesters. Leave may be granted on an alternate semester basis.

4. Compensation. No salary will be paid by the District for the period covered by the leave.

5. Salary Points. Points may be earned for approved educational travel and related study undertaken in conformance with established procedures.

6. Effect on Benefits. Time spent on travel leave does not count as service in determining eligibility for other types of leave, progressive salary advance, promotion, or retirement.

X. Work Experience Leave (Optional)

1. Definition. A work experience leave is designed to allow an employee to accept employment outside the field of education in an occupation directly related to his/her District assignment. Such employment must be:
 - a. Approved in advance,
 - b. With an established organization or business enterprise, and
 - c. Must provide a substantial increase in the employee's skill, knowledge, and understanding of his/her regular assignment.
2. Requirement. A permanent employee may be granted a work experience leave of absence based upon the same standards as those required for a sabbatical leave. Service requirement and eligibility for either a work experience leave or a sabbatical leave shall be counted from the date of return to duty from the last work experience leave or sabbatical leave, whichever is later.
3. Compensation. Any employee who has been granted a work experience leave of absence and who has complied with the provisions under which such leave was granted shall receive fifty (50) percent of his/her regular salary for the period of time for which such leave is granted, computed on a monthly basis; provided that, during the work experience leave period, compensation for new employment in excess of fifty (50) percent of the regular salary of the employee shall be deducted from allowable salary while on such leave of absence. Compensation for new employment during a work experience leave must be verified in writing by the employer. Allowable compensation for employment accepted during each semester of a work experience leave shall not include compensation from a continuation of any extra employment which the employee has had for the entire previous semester.

The required number of hours of post-work leave service may consist of full-time and part-time service provided the total amount of the time for which salary is received is equivalent to twice the period of the leave.

For the purpose of this leave, the use of the one semester to describe a period of time is to be understood for personnel on various assignment bases to be the actual length of the work experience leave. In case a work experience leave of absence is taken in two separate periods, one-half of the service, as herein defined, must occur after the second period of the leave is completed.

Compensation may be requested under Plan A or Plan B.

- a. Plan A. Salary for work experience leave shall be paid in two equal payments. The first payment shall be paid at the end of the semester during which the employee has completed one-half of the required post-work experience leave service. The second payment shall be paid at the end of the semester during which the employee completes the second one-half of the required post-work experience leave service.
- b. Plan B. Salary for work experience leave shall be paid in the same manner as if the employee were rendering service in the District, if such payment is requested by the employee.

Payment of work experience salary as described under Plan B shall be contingent upon the execution of a written indemnity agreement by which the employee

pledges his/her assets as security for his/her compliance with the work experience leave requirements.

If the requirements under which the work experience leave was granted are not satisfactorily completed, if a significant portion of requirements is not completed, or if the work experience leave report is not approved, then either no compensation under Plan A shall be made, or there shall be a restitution to the Board of funds received under Plan B.

4. Work Experience Leave Reports to be Filed. Each employee who has been granted work experience leave shall file, together with the appropriate verifications, the following reports:

- a. During the period of the work experience leave, a monthly report showing compliance with the conditions of the leave.
- b. After the period of the leave, but prior to the end of the second pay period following his/her return to active duty, a written report describing his/her work experience leave activities.

Until such report has been submitted and approved by the Chancellor, an amount equal to the work experience leave salary received by the employee shall be withheld from any salary due the employee for service after the second pay period following his/her return to active duty.

5. Incomplete Work Experience Leave

- a. **FAILURE TO COMPLETE REQUIREMENTS DUE TO ACCIDENT OR ILLNESS.** Interruption of the program of employment caused by serious accident or illness during a work experience leave shall not be considered a failure to fulfill the conditions upon which such leave was granted, nor shall such interruption affect the amount of compensation to be paid such employee under the terms of the leave agreement; provided, however, that the Chancellor or his/her designated representative had been notified as soon as practicable, of such accident or illness.

- b. **FAILURE TO COMPLETE REQUIREMENTS DUE TO OTHER CAUSES.** An employee who has been approved for a work experience leave of absence who fails to complete all of the requirements of the work experience leave due to serious illness in the family or other causes beyond his/her control may receive compensation on a prorated basis if a significant portion of the requirements is completed.

For an incomplete work experience leave originally approved for one year, fractional portions of requirements completed may be one-fourth, one-half, or three-fourths. A year's leave of absence for an A employee means 13 pay periods; for a B employee, 10.85 pay periods; for a C employee, 10 pay periods; for a D employee, 240 assigned days.

For an incomplete work experience leave originally approved for one semester for C or D employees, one period for B or D employees, or seven pay periods for A employees, the fractional portion of requirements completed may be one-half.

The completion of the fractional portion of the requirements must have been accomplished during the particular period for which the work experience leave was authorized and prior to return to active duty or prior to the beginning of a leave immediately following the work experience leave.

ARTICLE 26, DISTRICT LIFE INSURANCE GROUP COVERAGE

A. The District sponsored Group Life Insurance Program is established for those personnel who make the District their regular place of employment and who receive their primary source of income from such employment. The purposes of the program are as follows:

1. To promote increased economy and efficiency in the District's service.
2. To enable the District to attract and retain qualified personnel by providing Group Life Insurance Benefits similar to those provided in private industry and other governmental entities.

B. Definitions

1. District. The Los Angeles Community College District.
2. Program. The program shall consist of one or more Group Life plans for personnel.
3. Plan. Any Life Insurance Group plan approved by the Board of Trustees of the Los Angeles Community College District. The District's life insurance plans cannot be changed without the mutual consent of the District and AFT.
4. District Contributions. The amount of premium required by the plan in which the personnel is enrolled to provide coverage for the personnel.
5. Employee. Any member of the Faculty Unit employed by the District.
6. Eligible Employee. Any employee who is eligible by the terms of this Agreement to enroll in a plan.
7. Enrolled Employee. Any eligible employee who has enrolled in a plan by submitting proper applications to the District's Insurance Section.
8. Enrollment Year. The period corresponding to the period of the contract for each plan.
9. Coverage Period. Each calendar month shall constitute a "Coverage period."

C. Eligibility of Employees

1. Every employee who is assigned half-time or more in one class in a status other than substitute, temporary, extra, exchange or relief, shall be eligible to enroll in a plan. Employees already enrolled may continue to participate while on a position or service leave of absence.
2. "Half-time" shall be 50 per cent of the full time position to which the employee is assigned. This percentage shall be determined from the assignment order approved by the Board of Trustees.
3. Once an employee is eligible, he/she remains eligible for participation the entire enrollment year.

D. Enrollment

1. Initial Enrollment. Upon employment each new eligible employee shall receive complete information regarding the District Life Insurance Plan. An unenrolled employee eligible for enrollment under section C. may submit application for enrollment in a plan at any time.

The Insurance Section shall process applications received so as to make coverage effective on the first day of the following calendar month after deposit of the application in the U.S. Mail with postage prepaid, addressed to the Insurance Section or otherwise delivered to the Insurance Section.

2. Continuance of Enrollment. The enrollment of an employee in a plan continues providing that the appropriate premium is paid. In the event an eligible employee is in an unpaid status including maternity leave and not eligible for Board contribution, the

employee may arrange for continuance of his/her enrollment for twelve (12) months by making a proper payment to the District. Payment must be made by check or money order for the total premium without any Board contribution, payable to the District and sent to the District's Health Insurance Section. Payments may be made in installments on the due dates and in the amounts required by the particular plan. An enrolled employee on formal illness leave pursuant to Los Angeles Community College District illness leave rules will have premiums paid by the District without regard to such employee's paid status.

3. Termination of Enrollment. The enrollment of an employee shall terminate:

- a. For failure of the employee to make direct payment as provided under Section D in which case coverage shall terminate at the close of the coverage period for which the last premium was paid.
- b. At the request of the employee, in which case coverage shall terminate at the close of the coverage period in which the request was submitted.
- c. Upon termination of employment, and in the case of retirement, when coverage shall terminate at the close of the coverage period during which the termination was effective.
- d. In the event of an employee's loss of eligibility, in which case coverage shall terminate on the first of the next month.

4. Re-enrollment. Any employee terminated pursuant to Section D.3. shall have the right to re-enroll upon return to paid status in the employee's former District approved life insurance plan if otherwise eligible.

E. Conversion of Life Insurance Plan Outside the District Program

An employee who is enrolled in a plan for at least two consecutive coverage periods and whose enrollment terminates because of failure to make direct payments when required as provided under Section D, loss of eligibility, or termination of employment shall be given the opportunity to exercise the right to conversion to coverage outside the District program, as may be available in his/her particular plan. Such information shall be provided to the employee in sufficient time to Permit conversion.

F. Payment of Premium

District Contribution. The District shall contribute the full amount of the premium due each coverage period for the enrolled employee to the plan in which he/she is enrolled. The District contribution shall be applicable only to plans approved by the Board of Trustees. The District shall not contribute any premium for any employee during any period in which the employee was not paid in an eligible assignment, except those enrolled employees on formal illness leave who have exhausted current paid illness benefits.

Refunds. If any premium is refunded, the plan shall make such refund directly to the District; except when the refund is a result of direct payment made by the employee, premiums shall be refunded to the employee.

G. Coverage. Coverage shall be on a 12 calendar-month basis.

H. Increases in Life Insurance Coverage. Increases in life insurance coverage shall only be effective to the eligible employee on the first day he/she is actively at work coincident with or immediately following the date eligible. If an employee is on annual vacation at the time he/she becomes eligible for an increase in the amount of insurance, the "actively at work" requirement shall be waived.

I. Employees age 70 or over. Employees age 70 or above shall receive coverage equal to an amount equal to 50% of the amount in force immediately prior to his or her 70th birth-

day. This reduction shall take place on the premium date coincident with or immediately following his or her 70th birthday.

J. Administration of the Program. The program shall be administered by the Health Insurance Section of the Office of Employer-Employee Relations of the Human Resources Division.

K. Limits of Coverage. The limits of coverage under this Article shall be the same as provided during the 1982-83 academic year. The limits of coverage shall be \$40,000.

L. Advisory Committee. See Article 27, Section J.

M. Pension

1. District shall offer for the part-timers' a pension plan consisting of PARS 401 (a), FDIC, money market account, or other mutually agreed upon investment vehicles, to which an amount of money equal to 7.5% of the part-time employee's salary shall be paid (4.25% by the District and 3.25% by the employee). Vesting shall be immediate and funds available to the employee within a minimum time of 12 months from valid withdrawal notification.
2. The pension can not be changed without the mutual agreement of the Guild and the district.

ARTICLE 27, HOSPITAL-MEDICAL, DENTAL, VISION GROUP COVERAGE

A. DISTRICT SPONSORED HOSPITAL-MEDICAL, DENTAL, VISION PROGRAM.

The District sponsored Hospital-Medical, Dental, Vision Program is established for members of the faculty unit and for those employees retired from District service as provided under Section D. The purposes of the program are as follows:

1. To promote increased economy and efficiency in the District's service.
2. To enable the District to attract and retain qualified employees by providing Hospital-Medical, Dental, and Vision benefit plans similar to those provided in private industry and other governmental entities.
3. To recognize and protect the District's investment in each employee by promoting and preserving good health among District employees.

B. Definitions

1. District. The Los Angeles Community College District.
2. Program. The program shall consist of one or more Hospital-Medical, Dental, and Vision benefit plans for the purpose of providing, arranging, paying for, or reimbursing the cost of hospital, medical, dental, and vision care for eligible District employees and retirees to the extent of the benefits provided by said plans.
3. Plan. Any Hospital-Medical, Dental, and Vision benefits group plan approved by the Board of Trustees of the Los Angeles Community College District. The District's Hospital-Medical, Dental and Vision plans cannot be changed without the mutual consent of the District and AFT. The District and the AFT agree to discuss and evaluate the possible implementation of a self-insured dental plan.
4. District Contributions. The amount of premium required by the plan in which the employee or retiree is enrolled to provide coverage for the employee or retiree and his/her eligible dependents.
5. Employee. Any member of the faculty unit employed by the District.

6. Eligible Employee. Any employee who is eligible by the terms of this agreement to enroll in a plan.
7. Enrolled Employee. Any eligible employee who has enrolled in a plan by submitting proper application to the District's Insurance Section.
8. Enrollment Year. The period corresponding to the period of the contract for each plan.
9. Coverage Period. Each calendar month shall constitute a "coverage period."
10. Retiree. Any person retired from District employment in service as a member of the faculty unit as provided under Section D.
11. Eligible Retiree. Any person who is eligible under Board Rules and Regulations to continue enrollment in a plan after retirement.
12. Enrolled Retiree. Any eligible retiree who elects to continue enrollment in a plan and has submitted proper application to the District's Insurance Section.
13. Medicare. Those hospital benefits (Part A) and/or medical benefits (Part B) available to persons eligible under the provisions of Title XVIII of the Federal Social Security Act.
14. Dependents. Dependents shall be defined as employee's or retiree's:
 - a. Spouse.
 - b. Unmarried dependent children under age 19.
 - c. Unmarried dependent children age 19 through 25 who are full-time students at a college or university.
 - d. Unmarried dependent children without regard to age who are physically or mentally incapacitated.

"Dependent children" as used herein, shall not include other than the employee's or retiree's natural children, step-children, legally adopted children, and foster children.
15. Survivor. Surviving spouse and/or dependent children of eligible employees and retirees.
16. Surviving Children. The surviving children of employees and retirees may be enrolled in a District plan, providing the deceased had been enrolled at the time of death.
 - a. Enrollment shall cease upon the marriage of the dependent child.
 - b. Enrollment shall cease when the dependent child becomes 19 years of age unless he/she is a full-time student at a college or university. For full-time students, coverage shall cease at age 26 or when the dependent no longer is a full-time student, whichever occurs first.

C. Eligibility

1. Employees.

- a. Every employee who is assigned half-time or more in one class in a status other than substitute, temporary, extra, exchange or relief, shall be eligible to enroll in a plan. However, substitutes eligible for illness benefits may enroll and an employee already enrolled may continue to participate while on a position or service leave of absence. Long-term substitute employees are eligible to enroll when assigned in a monthly rate position.
- b. "Half-time" shall be 50 percent of the full-time position to which the employee is assigned. This percentage shall be determined from the assignment order approved by the Board of Trustees.

- c. Part-time (hourly) employees choosing to participate, who are beginning at least their 3rd semester with the District, may choose to enroll in the District's Kaiser coverage plan. The plan coverage includes the employee as the subscriber and their dependents as defined in the contract between Kaiser and the District. The premium for part-time participants in this program shall be an amount exactly equal to the amount paid for regular covered employees. Such employees shall pay the monthly premium to the District by the tenth day of each month preceding the month the premium is due. Failure to make the premium payment shall cause the District to cancel the coverage at the end of the current month. The employee shall have the responsibility to make the payments each month of the year as the District will not bill the employee.
 - d. Once an employee is eligible, he/she remains eligible for participation the entire enrollment year subject to conditions noted above in a. - c.
2. Retirees. Every person retired from District employment is eligible to continue enrollment in a Group Hospital-Medical, Dental, and Vision Plan provided that:
- a. If he/she is eligible for Medicare and is enrolled in those parts of Medicare for which he/she is eligible; and
 - b. He/she retired from District service in accordance with the Rules and Regulations then in effect with the retirement system of which he/she is a member.
 - c. If retirement was effective June, 1969 or later, the retiree is also eligible for Group Dental Insurance.
 - d. A retiree must have been continuously employed by the District, prior to retirement, for a period of seven (7) years, or initially employed prior to December 1, 1977, and continuously employed until retirement.
 - e. If retirement was effective January 16, 1978, or later, the retiree is also eligible for the Vision Plan.

D. Enrollment

1. Initial Enrollment. Upon employment, each new eligible employee shall receive complete information regarding all District Insurance plans. An unenrolled employee eligible for enrollment under Section C. may submit application for enrollment in a plan at any time. However, an employee who has previously been enrolled in a plan during the current enrollment year must, upon re-enrollment in that same enrollment year, select the same plan. An eligible retiree who is otherwise eligible but is not enrolled in those parts of Medicare for which he/she is eligible may not enroll in a plan until such time as Medicare coverage is effective.

The Health Insurance Section shall process applications received so as to make coverage effective on the first day of the following calendar month after deposit of the application in the U.S. Mail with postage prepaid, addressed to the District Health Insurance Section or otherwise delivered to the Health Insurance Section.

2. Open Enrollment. There shall be an open enrollment period each enrollment year during which an eligible employee may change plans. The Health Insurance Section shall establish and announce the dates of such open enrollment period. In the event that an eligible employee requests change of plan, he/she shall continue to be covered by the carrier from which he/she is transferring until such time as the new coverage can be instituted. Employees and/or dependent(s) may not be eligible for coverage by a different plan during the open enrollment period if hospitalized. Failure of the employee and/or dependent(s) to notify the Health Insurance Section of the hospitalization may cause a loss of hospital-medical benefits.

3. Continuation of Enrollment. The enrollment of an employee or retiree in a plan continues providing that the appropriate premium is paid. In the event an eligible employee is in an unpaid status including maternity leave and not eligible for Board contribution, the employee may arrange for continuation of his/her enrollment as long as he/she remains eligible by making a proper payment to the District for the plan(s) in which he/she is enrolled. Payment must be made by check or money order for the total premium without any Board contribution, payable to the District and sent to the District's health Insurance Section. Payments may be made in installments on the due dates and in the amounts required by the particular plan. An enrolled employee on formal illness leave will have premiums paid by the District contribution without regard to such employee's pay status.

The District shall provide an annual retirement seminar for all identified retiring faculty members. This seminar shall discuss provisions for the maintenance of insurance coverages. Retiring members shall be informed in writing and receive all forms for the maintenance of such coverage.

4. Enrollment of Survivors. Enrollment of surviving spouses and/or dependent children, if any, of the employees and retirees for which District contribution of premium will be made, shall continue pursuant to the following:

a. Employees. The surviving spouse, and/or dependent children of an employee may be enrolled in a District Plan, providing the deceased had been enrolled at the time of death.

(1) Enrollment shall cease upon death of the surviving spouse, re-marriage, or eligibility for group coverage under his/her employment.

(2) Continued enrollment shall be dependent upon survivor's participation in Medicare benefits for which survivor may be eligible.

(3) The right of the surviving spouse to enroll in a District plan shall not inure to the benefit of any dependent children upon cessation of eligibility of such spouse.

b. Retiree. The surviving spouse, and/or dependent children of a retiree may be enrolled in the District plan of which the deceased was a member at the time of death.

(1) Enrollment in a District plan shall cease upon death of the surviving spouse, re-marriage, or eligibility for group coverage under his/her employment.

(2) Continued enrollment shall be dependent upon survivor's participation in Medicare benefits for which survivor may be eligible.

(3) The right of the surviving spouse to enroll in a District plan shall not inure to the benefit of any dependent children upon cessation of eligibility of such surviving spouse.

c. Any survivor enrolled in a District plan whose enrollment ceases pursuant to the foregoing provisions, shall not be eligible for re-enrollment under Section 6.

5. Termination of Enrollment. The enrollment of an employee shall terminate:

a. For failure of the employee to make direct payment as provided under Section D in which case coverage shall terminate at the close of the coverage period for which the last premium was paid.

b. At the request of the employee, in which case coverage shall terminate at the close of the coverage period in which the request was submitted.

c. Upon termination of employment, except in the case of retirement, when coverage shall terminate at the close of the coverage during which the termination was effective.

- d. In the event of an employee's loss of eligibility, in which case coverage shall terminate at the close of the enrollment year or when premiums are not paid under continuance of enrollment.
 - e. For failure of the retiree to enroll in those parts of Medicare for which he/she is eligible, in which case coverage shall terminate at the close of the coverage period immediately preceding the period during which the retiree would have been eligible for Medicare benefits had proper application been made.
 - f. For failure of a retiree to maintain enrollment in those parts of Medicare for which he/she is eligible, in which case coverage shall terminate at the close of the coverage period immediately preceding the period in which he/she is no longer enrolled for Medicare benefits.
6. Re-enrollment. Any employee terminated pursuant to Section 5, shall have the right to re-enroll upon return to paid status in the employee's former District approved hospital-medical, dental or vision plan, if otherwise eligible, provided that the employee submits appropriate insurance forms to re-enroll in his/her plan prior to return to paid status. Such employee shall be automatically reinstated on the date he/she is returned to paid status if he/she reimburses the District for the portion of the monthly premium covering the period from date of return to paid status to the first day of the current month.
7. Change of Status. Change of status and coverage of dependents shall be as provided by the plan in which the employee or retiree is enrolled.
8. Multiple Enrollment. An employee or retiree shall not be enrolled in more than one District sponsored hospital-medical, dental and vision plan at any one time.
- An employee or retiree may be included in a plan as an enrolled employee or retiree or as a dependent of another employee or retiree, but not both.
- An individual may be included as a dependent under the enrollment of only one employee or retiree.
- When a husband and wife are both employed as employees, and both have enrolled themselves and their eligible family members under a group health care service plan provided by their respective employers, and each spouse is covered as an employee under the terms of the same master contract, each spouse may claim on his or her behalf, or on behalf of his or her enrolled dependents, the combined maximum contractual benefits to which an employee is entitled under the terms of the master contract, not to exceed in the aggregate 100 percent of the charge for the covered expense of service. The same shall be true for a husband and wife enrolled in a group hospital service plan.
- With the exceptions of the foregoing husband and wife enrollment, multiple enrollment is prohibited.
9. Verification of Medicare Enrollment. It shall be the sole responsibility of the employee or retiree to provide the District and/or the plan with verification of enrollment in those parts of Medicare for which he/she or his/her dependents may be eligible.
10. Termination at Plan's Request. Should an employee or retiree be terminated at the request or option of a plan for other than non-payment of premium, the employee or retiree may enroll in another plan by making the proper application to the Health Insurance Section.
11. Change of Plan. An employee or retiree enrolled in a closed panel plan who makes a permanent residence change outside of the service area of the plan may, by making proper application, enroll in another plan providing benefits in the new area. Applica-

tion must be made within 60 days after cancellation of the closed panel membership and within six months after the residence change is effective.

12. Re-Enrollment. An employee terminated from the program for failure to enroll in those parts of Medicare for which he/she is eligible may re-enroll in the plan from which he/she was terminated after the effective date of Medicare coverage prior to the attainment of age 70. Re-enrollment shall be subject to any health statement required by the plan.

13. Change of Plan--Employees on Sabbatical Leave of Absence. An employee enrolled in a closed panel plan who, while on authorized sabbatical leave of absence, will be located for a substantial period of time during the leave outside the service area of the plan may, by making proper application, enroll in another plan providing benefits in the new area.

E. Conversion of Plans Outside the District Program. An employee who is enrolled in a hospital-medical plan for at least two consecutive coverage periods and whose enrollment terminates because of:

1. Failure to make direct payments when required as provided under Section D.3.

2. Loss of eligibility, or

3. Termination of employment,

shall be given the opportunity to exercise the right of conversion to coverage outside the District program, as may be available in his/her particular plan.

The District shall comply with applicable State and Federal regulations relating to continued enrollment. The Board of Trustees shall establish procedures to implement applicable regulations and when permissible the District shall levy administrative fees authorized.

F. Payment of Premium

1. District Contribution. The District shall contribute the full amount of the premium due each coverage period for the enrolled employee or retiree and their eligible dependents to the plan in which they are enrolled. The District contribution shall be applicable only to plans approved by the Board of Trustees. The District shall not contribute any premium for:

a. An employee or retiree included as a dependent under the enrollment of another employee or retiree of this District.

b. An employee during any period in which the employee was not paid in an eligible assignment, except those enrolled employees on formal illness leave, who have exhausted current paid illness benefits.

However, an employee in an unpaid period shall be entitled to reimbursement of premium payment made under Section D. which correspond to the period for which he/she is in paid status. To obtain such reimbursement, the employee shall file application with the District's Health Insurance Section.

2. Refunds. If any premium is refunded, the plan shall make such refund directly to the District except, when the refund is a result of direct payment made by the employee, premiums shall be refunded to the employee.

G. Coverage. Coverage shall be on a 12 calendar-month basis.

H. Administration of the Program. The program shall be administered by the Health Insurance Section of the Office of Employer-Employee Relations of the Division of Human Resources, unless another office is designated by the District and notice is given to the AFT within 30 days.

I. Maintenance of Benefits. Benefits covered under this Article shall be the same as provided during 1993-94 academic year, unless changed in accordance with the provisions of this Article.

J. The Joint Labor-Management Benefits Committee, an advisory committee, shall review the District's benefit program (hospital-medical, dental, vision and life insurance coverage). The committee may recommend changes, additions and/or deletions to the benefit program. The AFT Faculty Unit shall be entitled to representation on the Committee.

K. Current benefit plans as outlined in this Agreement shall be continued for the life of this agreement, unless both parties mutually agree to changes.

L. Health Care Legislation: In the event that Health Care Legislation is enacted and the District is required to implement a plan pursuant to such Legislation prior to the termination of this Agreement, the District agrees to provide the current level of health care benefit coverage to those categories of faculty currently covered, for the duration of this Agreement. The District agrees to pay any additional cost, beyond that which the District currently pays, as required by the Legislation, in order to maintain the current level of health care benefits and any other mandated health care benefits under such Legislation. Health care benefits in addition to any minimum mandated benefits shall be recommended by the Joint Labor Management Benefits Committee. The District and the AFT shall consult on this Article when such Health Care Legislation is enacted, in order to assess the effects of such Legislation.

ARTICLE 28, GRIEVANCE PROCEDURE

A. Definitions

1. Grievance. A grievance is defined as a formal written complaint alleging that there has been a misinterpretation, misapplication or violation of a specific item of this Agreement or of a written rule or regulation of the Los Angeles Community College District. The Grievance Procedure is not for the adjustment of complaints relating to any of the following:

a. Any and all matters relating to the selection and/or hiring of employees, except hourly rate seniority and summer session priority.

b. Suspensions and dismissals for which review procedures are provided by the Education Code.

c. The review of final Peer Evaluation Reports or final Administrative Evaluation Reports in which the overall evaluation indicates that the employee is "Satisfactory."

d. The review of a written open non-confidential reference submitted in conjunction with a selection or evaluation for a position.

e. Accusatory statements or charges relating to the professional fitness or moral fitness of an employee. However, a Notice of Unsatisfactory Service which is not a basis for further disciplinary action may be grieved.

2. Grievant. A grievant is a member or groups of members of the Faculty Unit.

3. Respondent. The respondent in any grievance is the administrator with the authority to adjust the complaint as determined by the campus or District.

4. Working Days. Working days means calendar days exclusive of Saturdays, Sundays, legal holidays and District holidays from the first day of the Fall semester to the last day of the Spring semester.

5. College President. College President means the chief administrative officer of a college.

6. Vice Chancellor. Vice Chancellor means a management employee assigned the administrative responsibility for a division in the District Office.
7. Administrator. Any employee designated by the Board as management consistent with the provisions of Government Code Section 3540 et seq.
8. Representative. Any employee of the Los Angeles Community College District designated by:
 - a. AFT to represent a grievant.
 - b. The College President or Vice Chancellor to represent a respondent.

B. Rights and Responsibilities

1. The grievant may elect to be represented by the AFT at Step One or Two of the Grievance Procedure or may have the grievance adjusted without the intervention of the AFT so long as the adjustment is not inconsistent with the terms of this Agreement; provided that there shall be no resolution of the grievance until the AFT has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response. The grievant and/or the grievant's representative may be present at all meetings. The representative as defined in this Article may present the case for the grievant or respondent or serve as an advisor.
2. An employee of the Los Angeles Community College District who is designated may serve as a Representative for the grievant or respondent without loss of salary. Absence from regular duties shall be granted to the grievant, the respondent, and their representative, if any, when such regular duties conflict with attendance at conferences or hearings in the Grievance Procedure.
3. Any rights granted to one party to the complaint shall be granted to the other.
4. Both parties to the complaint have a professional obligation to act in a cooperative and respectful manner for an early adjustment of the complaint.
5. The immediate administrator shall inform the grievant of any limitation upon his/her authority which prevents full resolution of the grievance and shall direct the grievant(s) to the administrator with the authority to fully resolve the grievance.
6. Any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in minimal interference with, or interruption of, the instructional program and related work activities of the grieving employee or of the staff.
7. The grievant and respondent shall have equal access to any documents and District records which will assist in adjusting the grievance.
8. Grievances of a similar or like nature may be joined as a single grievance upon the written consent of the grievants involved. Should the grievants so consolidate, the final grievance decision shall be binding upon all parties to the consolidated grievance.
9. Copies of all documents and communications related to the process of the grievance shall be filed in the Office of Employer-Employee Relations and shall be kept separate from the personnel files of all the participating parties.

C. Waivers and Time Limits

1. Failure of the grievant(s) to act on any grievance within the prescribed time limits, unless mutual agreement to extend the time has been reached, shall conclude the grievance.

2. Failure by an administrator or designee to respond to the employee's grievance within the specified time limits shall permit the grievant to proceed to the next step unless mutual agreement to extend time has been reached.
3. Any level of review may be waived by mutual agreement of the parties to the grievance. Any time limits established in this procedure may be extended by mutual agreement of the parties to the grievance.
4. The day following actual service of written decision by either of the parties shall be counted as DAY ONE for any deadline.
5. By mutual agreement, the grievance may revert to a prior level for reconsideration.

D. Step One

1. Within twenty (20) working days after the grievant knew, or by reasonable diligence could have known, of the condition upon which the grievance is based, the grievant shall file a formal written grievance. Three (3) copies of the District Grievance Form (Appendix C) shall be completed by the grievant. The written grievance shall contain a clear and concise statement of the alleged misinterpretation, misapplication or violation of a specific item of this Agreement or of a written rule or regulation of the District; the remedy sought and the name of the employee's representative, if any. The grievant shall submit two (2) copies to the appropriate administrator and retain the third copy.
2. The administrator or designee shall hold a conference with the grievant within five (5) working days after receipt of the written grievance.
3. Within five (5) working days from the date of the conference, the administrator shall communicate his/her decision in writing to the grievant on the submitted grievance form. The written decision shall contain a clear and concise statement as to the reason(s) for said decision.

E. Step Two

1. Within five (5) working days from receipt of the decision in Step One, the grievant may appeal to the College President or Vice Chancellor. The appeal shall contain the information described in Step One, section 1.; copies of the decision rendered by the administrator; and reasons for the appeal.
2. Within five (5) working days after the receipt of the appeal the College President or Vice Chancellor or Designee shall schedule a conference(s) with the grievant and other persons whose assistance the College President or designee deems necessary to adjust the grievance.
3. Within fifteen (15) working days after the receipt of the request for the Step Two procedure, the College President or Vice Chancellor or designee shall communicate his/her decision and the reasons for the decision in writing to the grievant and the Step One authority. The written decision shall contain a clear and concise statement as to the reason(s) for said decision.

F. Step Three

1. If the grievance is not resolved at Step Two, the grievant, subject to the approval of AFT, may file a written request to the Chancellor for a hearing. This request must be filed within ten (10) working days from receipt of the decision in Step Two. By mutual agreement of the AFT and District, a mediation may be implemented in an attempt to resolve the grievance prior to arbitration. The District and AFT shall share equally the cost of the mediation.
2. The following procedure shall apply:

- a. Within fifteen (15) working days, an arbitrator shall be selected from a permanent panel composed of:

Edna Francis
Thomas Roberts
William S. Rule
Walter Kaufman

Melvin Lennard
Thomas Christopher
Joseph Gentile

The list shall be arranged by lot and rotated with each arbitration. The list shall be in force for the duration of this Agreement unless there is mutual agreement by the parties to modify the list. If one or more of the arbitrators on the panel no longer wish to serve, such person(s) shall be replaced by mutual agreement of the parties.

Within five (5) working days of receipt of the filing for arbitration, the Office of Employer-Employee Relations shall contact the first arbitrator on the rotated list for appointment as arbitrator. Should he/she not be available to hold a hearing within thirty (30) working days of the selection, the Office of Employer-Employee Relations shall contact the next arbitrator on the list and go through the same process. The process shall be repeated until an arbitrator is obtained who is available within the thirty (30) working days. If no member of the panel is available within the prescribed time limits, the arbitrator available at the earliest date shall be chosen.

- b. The arbitrator shall convene a hearing at the earliest practicable date after his/her appointment. The hearing shall be under the direction of the arbitrator who shall conduct the hearing in accordance with the rules and procedure prescribed in Section 11513 of the Government Code of the State of California. No other Section of the California Government Code shall apply to this grievance procedure. The Office of Employer-Employee Relations shall be responsible for the arrangements of the hearing the recording of the procedures, the maintenance of records, and such other services required to assist the arbitrator in fulfilling his/her responsibilities. Neither party shall communicate with the arbitrator without first contacting the other party to explain the purpose of the intended communication.
- c. The hearing shall be tape recorded. A transcript of the record shall be prepared at the request of either party or the hearing officer. The cost of the transcript shall be borne by the party requesting the transcript, except that the parties shall share the cost of the transcript if requested by the hearing officer. If no request for a transcript is made, the parties shall have access to the tapes.
- d. The arbitrator shall review the written statements submitted by the parties to the grievance. The appellant and the respondent may request the presence of witnesses and shall supply the arbitrator with a list of the witnesses to be called at least 48 hours in advance of the hearing. The arbitrator shall be empowered to direct the attendance of any District employee to attend the hearing without loss of salary to the employee. If the employee refuses to attend the hearing, the arbitrator shall have the power to subpoena the employee.
- e. All documents and communications related to the process of the grievance shall be filed with the Chancellor or his/her designee and shall be kept separate from the personnel files of the participating parties. Advocates for parties shall exchange all documentary material to be entered as evidence at least ten (10) working days before the first day of the hearing. The names of witnesses shall be exchanged at least five (5) working days before the first day of the hearing.

- f. The arbitrator's decision shall be based solely and exclusively on the evidence and arguments presented by the parties to the grievance and the record in the case. The arbitrator's decision shall be limited to a specific finding regarding the alleged misinterpretation, misapplication or violation of a specific item of this Agreement or of a written rule or regulation of the District.
- g. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The arbitrator shall have the authority to grant or recommend the payment of salary if it is proven that the grievant has rendered service and has not been paid for that service; the arbitrator may require the District to pay the salary due for such service. Other monetary awards may be granted in accordance with the principle of arbitration to make the injured party whole. If a monetary award, other than salary for services rendered, is made in excess of \$2,500, the Board of Trustees shall review the arbitrator's decision and render a final decision as to the amount of the award to be granted.
The arbitrator shall have no power to grant a remedy exceeding that sought by the grievant.
- h. The arbitrator shall render written finding, conclusions, and recommendations within sixty (60) days of the termination of the hearing. The findings, conclusions and recommendations shall be final and binding on both parties.
- i. The Board and AFT will share equally the payment of the services and expenses of the hearing officer.

ARTICLE 29, SALARY

- A. Faculty members assigned to disciplines listed in Table A, Article 13, with teaching hours greater than 18 shall be paid hourly rate for all the hours assigned over 18. This portion of an instructor's regular assignment is exempt from the Hourly Rate Seniority requirement as outlined in Article 16, and no hourly rate seniority credit is granted.
- B. The District shall augment campus budgets to fund Item A above.
- C. Employees covered by this Agreement shall be paid on a bi-weekly schedule upon full implementation of the Human Resources Software System.
- D. Employees covered by this Agreement may choose to be paid by electronic banking upon full implementation of the Human Resources Software System.
- E. Effective January 9, 1994, all steps, differentials and increments on the Preparation Salary Schedule shall be increased by 3%, and rates for day-to-day substitute service (full day and half day) shall be increased by 3%.
- F. Effective January 9, 1994, all steps on the Hourly Rate Schedules for Teaching Employees and Non-Teaching Employees and hourly substitutes, and rates for supplemental instructor shall be increased by 5.7%.
- G. Effective July 1, 1994 for the 1994-95 academic year, all salary schedules including increments and differentials shall be increased by a percentage equal to 90% of the dollars received from the State for an inflation adjustment (COLA) for said year, divided by the adjusted base general revenues of the District for the 1993-94 academic year.
- H. Effective July 1, 1995 for the 1995-96 academic year, all salary schedules including increments and differentials shall be increased by a percentage equal to 90% of the dollars received from the State for an inflation adjustment (COLA) for said year, divided by the adjusted base general revenues of the District for the 1994-95 academic year.

- I. Effective July 1, 1996 for the 1996-97 academic year, all salary schedules including increments and differentials shall be increased by a percentage equal to 90% of the dollars received from the State for an inflation adjustment (COLA) for said year, divided by the adjusted base general revenues of the District for the 1995-96 academic year.
- J. 100% of benefit savings as defined in Article 29.M from the 1993-94 benefits year not identified for employee's salaries shall be deposited in a restricted account. Savings from this restricted account shall be distributed only to qualified employees through an IRC Section 125 account, or by an alternate method as agreed to by both the parties, starting January 1, 1995. The account shall fund the cost of administration of the IRC-125 Plan if distribution is made through such a plan. The Joint Labor Management Benefits Committee shall make a recommendation to the Board of Trustees as to the definition of qualified employees. The Board shall make the final determination.
- K. 100% of benefit savings as defined in Article 29.M from the 1994-95 benefits year not identified for employee's salaries shall be deposited in a restricted account. Savings from this restricted account shall be distributed only to qualified employees through an IRC Section 125 account, or by an alternate method as agreed to by both the parties, starting January 1, 1996. The account shall fund the cost of administration of the IRC-125 Plan if distribution is made through such a plan. The Joint Labor Management Benefits Committee shall make a recommendation to the Board of Trustees as to the definition of qualified employees. The Board shall make the final determination.
- L. 100% of benefit savings as defined in Article 29.M from the 1995-96 benefits year not identified for employee's salaries shall be deposited in a restricted account. Savings from this restricted account shall be distributed only to qualified employees through an IRC Section 125 account, or by an alternate method as agreed to by both the parties, starting January 1, 1997. The account shall fund the cost of administration of the IRC-125 Plan if distribution is made through such a plan. The Joint Labor Management Benefits Committee shall make a recommendation to the Board of Trustees as to the definition of qualified employees. The Board shall make the final determination.
- M. Health benefit savings shall be defined as the following:
 - 1. All monies refunded to the LACCD by carriers, including but not limited to returned reserves and returned excess premium payments, and
 - 2. Premium savings: The Joint Labor Management Benefits Committee shall make a recommendation to the Board of Trustees as to the level of benefit premium savings. The Board shall make the final determination. The Board President and/or other member of the Board designated by the Board President shall serve as (a) member(s) of the Committee for the determination of such savings.

ARTICLE 30, WAGE-STEP PLACEMENT

- A. Upon initial employment full-time faculty shall be granted salary credit for full-time paid experience in a capacity which directly relates to his/her assignment in the following disciplines:
 - 1. Academic
 - Agricultural Business
 - Animal Health Technology
 - Animal Husbandry
 - Architecture
 - Art
 - Biological Science

Broadcasting (Radio & TV)
 Business (Accounting)
 Business (Management)
 Business (Real Estate)
 Business (Secretarial Science)
 Business Data Processing
 Ceramic Engineering Technology
 Chemistry
 Child Development
 Computer Science
 Dairy Industries
 Dental Hygiene
 Electrical Engineering & Electronics
 Electro-Mechanical Technology
 Engineering
 Family and Consumer Studies
 Fire Science
 Instructional Media
 Journalism
 Law
 Library Service
 Mathematics
 Measurement Science
 Music-Commercial
 Music-Instrumental
 Music-Piano, Theory, Literature
 Music-Vocal (Choral and/or Voice)
 Natural Resources Management
 Nephrology
 Nursing
 Ophthalmic Optics
 Ornamental Horticulture
 Physical Education (M)
 Physical Education (W)
 Physical Therapy assisting
 Physics
 Prosthetics & Orthotics
 Public Relations
 Radiologic Technology
 Recreation
 Theater Arts
 Theater Arts (Cinema)
 Theater Arts (Technical Direction)
 Truck & Fruit Crops
 Urban and Regional Planning

Upon initial employment full-time faculty in other academic fields of instruction may be granted salary credit for full-time paid experience in a capacity which directly relates to his/her assignment.

2. Vocational

- Administration of Justice
- Advertising Illustration
- Agricultural Engineering
- Air-Conditioning & Refrigeration
- Air-Conditioning Engineering
- Aircraft Electronic Maintenance
- Aircraft Mechanics
- Architectural Drafting
- Automatic Vending Machine Repair
- Automobile Body & Fender Repair
- Automobile Mechanics
- Baking
- Building & Grounds Management
- Cabinet Making & Millwork
- Carpentry
- Catering & Household Service
- Chef Cooking
- Chemical Technology
- Commercial Art
- Computer Technology
- Cosmetology
- Dental Assisting
- Dental Technology
- Electric Motor Repair
- Electrical Construction & Maint.
- Electronics
- Fashion Design
- Floral Design
- Graphic Arts Advertising Production
- Graphic Arts Equipment Repair
- Heavy Duty Truck & Diesel Mechanics
- Industrial Electricity
- Industrial Supervision
- Machine Shop
- Mechanical Drafting
- Medical Record Science
- Merchandise Display
- Metallurgy
- Motorcycle Repair Mechanics
- Numerical Control Technology
- Nursing
- Occupational Therapy Assisting
- Painting & Decorating
- Pastry Cooking
- PBX Operation
- Photography

- Plastering
- Plastics
- Plumbing
- Power Sewing
- Printing
- Printing (Bindery)
- Printing (Hand Composition)
- Printing (Letterpress)
- Printing (Linotype)
- Printing (Offset Presswork)
- Printing (Photo Offset)
- Printing Management
- Psychiatric Technology
- Radio & TV Service
- Respiratory Therapy
- Restaurant Management
- Sheet Metal
- Sign Printing
- Spotting & Pressing
- Tailoring
- Technical Illustration
- Tool & Die Making
- Travel Tourism
- Vision Care Technology
- Welding

3. Service Position

Nurse

B. Experience credit for rating in purposes shall be granted in the following manner as indicated in Appendix B, one additional step for every two years of experience up to the limit set by the column placement,

Years of Experience		
Non-Teach	Accept. Teach	Step
0-1	0	1
2-3	1	2
4-5	2	3
6-7	3	4
8-9	4	5
10-11	5	6
12-13	6	7
14	7	8
or more	or more	

Except that new employee experience as a faculty member in an accredited college or university, or as a certificated employee in a public or private school shall be granted on the basis of one year of experience for each step on the salary schedule.

C. Step advance shall be granted each year in accordance with Board Rules 10529-10534.

ARTICLE 31, COLUMN PLACEMENT

- A. All newly hired monthly rate members of the bargaining unit shall be placed on the salary schedule in accordance with evaluation of preparation. New employees may be allocated up to and including Column E in accordance with District rules and regulations.
- B. For column advancement after employment, point credit for lower division courses will be granted in accordance with District rules and regulations. For courses taken in the Los Angeles Community College District after employment, column advancement credit shall be granted in accordance with District rules and regulations only when the proposed course(s) is (are) approved by the College President as being appropriate for the development of the employee.

ARTICLE 32, COMMITTEES

- A. Each campus shall establish a budget committee which includes representation from the faculty. The number of AFT faculty representatives in such budget committee shall be equal to the number of faculty representatives designated by the Academic Senate.
- B. Each campus and the District shall establish an affirmative action committee which includes representation from the faculty. At least one member of each committee shall be chosen by the AFT to represent the AFT. The committee shall meet a minimum of two (2) times per semester. The committee shall submit an annual report on the progress of affirmative action hiring to the campus President, the District, and the AFT.
- C. Each campus shall establish a curriculum committee the majority of whose members are faculty members selected by the faculty. At least one member of this committee shall be chosen by the AFT to represent the AFT. The Chair of this committee shall be a faculty member.
- D. If the District establishes a budget committee, it shall include representation from the faculty. The number of AFT faculty representatives in such budget committee shall be equal to the number of faculty representatives designated by the Academic Senate.

ARTICLE 33, REPLACEMENT

- A. Whenever any monthly rate contract or regular employee leaves the service of his/her department, the College President may recommend to the Vice Chancellor of Human Resources the replacement of the employee, or the College President may decide not to recommend replacement. Should the College President determine not to replace the employee, the reasons for the decision shall be stated in writing to the Department Chair with a copy to the AFT. Should the Vice Chancellor of Human Resources determine not to replace the employee, the reasons for the decision shall be in writing to the College President with a copy to the Chair and to the AFT.
- B. If a campus adds hourly rate classes to a department in lieu of replacing a regular employee, the Department Chair shall be notified in writing of the number of hours/classes added with a copy to the AFT.

ARTICLE 34, TRANSFERS

A. Voluntary Transfers

- 1. Definition: A voluntary transfer is one requested by the employee and is a permanent change of location (from one campus to another). In addition,
 - a. A faculty member may request a change of subject field with transfer.

- b. A faculty member may change from one class code to another with transfer.
- c. All transfers under Article 34.A are subject to the selection process.

2. Basic Policy

- a. Tenure rights do not extend to any particular assignment or location. Requests for transfer of location shall be considered when vacancies occur, but there is no obligation to select employees who have requested transfer over other eligible candidates when filling vacancies.
- b. The filing of a Request for Transfer is without prejudice to the employee. It does not jeopardize his/her present assignment. A Request for Transfer may be withdrawn by the employee at any time prior to the official confirmation that the requested transfer has been effected.
- c. Voluntary transfers shall be limited to employees with permanent status. Employees in their final probationary year who have served that complete school year, by having served at least 75 per cent of the maintained days or 75 per cent of the full-time hours, may submit a Request for Transfer for the following academic year.
(See EC87468, 87469)

3. Transfer Requests

- a. An eligible employee has the privilege of requesting a transfer to another college, subject to the following conditions:
 - (1) The employee shall submit to the Vice Chancellor, Human Resources Division, an official form, Request for Transfer, Form C287. Transfer requests shall be accepted on a continuous filing basis. Request for Transfer forms are available at each college and from the Office of Personnel Operations. Employees submitting a Request for Transfer form may attach an updated resume to the form.
 - (2) The Human Resources Division shall issue an acknowledgement to the applicant and, if the applicant is eligible, send a copy of the Request for Transfer to the Office of Personnel Operations for filing along with other applicants in the eligible pool.
- b. Each hiring committee shall be provided with a list of eligible applicants which includes transfer applicants. A master list of employees who have requested a permanent transfer or who have requested a temporary transfer shall be provided to the AFT by May 1 of each year.
- c. Transfer applicants shall be considered with candidates in eligible pools. Transfer applicants shall be offered an interview each time interviews are scheduled to fill a position at a location where they have requested a transfer.
- d. Requests for transfers properly submitted and approved shall be given consideration. Except under special circumstances, consideration shall not be given to the transfer request of any employee until he/she has served a minimum of two (2) years at any college to which he/she was transferred at his/her own request.
- e. Requests for transfer are valid for a two-academic-year period, immediately following the academic year in which the application is filed. A new application must be filed in order to be considered after this period.

B. Temporary Transfer or Exchange of Entrance-Level Employees (Voluntary)

- 1. Definition: A temporary transfer is a change of location to serve during the absence of an employee on leave or to fill a temporary vacancy. In addition,
 - a. A faculty member may request a change of subject field with temporary transfer.

- b. A faculty member may change from one class code to another with temporary transfer.
- c. All temporary transfers under Article 34.B are subject to the selection process.
- d. A voluntary temporary exchange of two persons requires the mutual consent of both persons and the approval of the Presidents of both colleges or Vice Chancellors, and does not require the faculty selection process.

2. Basic Policy

- a. Temporary transfers or exchanges shall be limited to employees with permanent status. Employees in their final probationary year who have served that complete year, by having served at least 75 per cent of the maintained days or 75 per cent of the full-time hours, may submit a Request for Transfer for the following academic year. (See EC87468, 87469.)
- b. Requesting a temporary transfer is without prejudice to the employee.
- c. Temporary transfers or exchanges are limited to periods not to exceed one year.
- d. Temporary transfers or exchange may be extended on a yearly basis upon agreement of all parties to the initial transfer or exchange (see 3e and f).

3. Temporary Transfer or Exchange Request Procedure

- a. A Request for Temporary Transfer or Exchange shall be submitted as indicated on Form C774, Request for Temporary Transfer or Exchange--Faculty. Temporary transfer or exchange requests shall be accepted on a continuous filing basis. The Request for Temporary Transfer or Exchange form is available at each college and from the Office of Personnel Operations.
- b. The request shall include the acknowledgment signature of the President of the College or Vice Chancellor where the employee is currently assigned.
- c. The President or Vice Chancellor shall forward the Request for Temporary Transfer or Exchange to the Vice Chancellor, Human Resources Division.
- d. The Human Resources Division shall issue an acknowledgment to the applicant and, if the applicant is eligible for consideration, send copies of the request to each of the colleges included in the request.
- e. No temporary transfer can be made without the approval of the Presidents of both colleges or Vice Chancellors and the persons involved at the time a specific temporary transfer is proposed. A voluntary temporary exchange of two persons requires the mutual consent of both persons and the approval of the Presidents of both colleges or Vice Chancellors, and does not require the faculty selection process.
- f. Temporary transfer applicants shall be considered along with other candidates in the eligible pool when filling the position of an employee on leave. Transfer applicants shall be offered interviews for each opening as it occurs at a college to which a temporary transfer is requested.
- g. Approved Requests for Temporary Transfer or Exchange shall be eligible for consideration for two academic years following the academic year in which the application is filed.

C. Administrative Transfer

- 1. Definition: An administrative transfer is a change of location of a faculty member which was initiated by the administration; such transfer may be involuntary or voluntary.
- 2. (An) administrative transfer(s) may be made for one or more of the following reasons:

- a. Enrollment increase or decrease
 - b. Comparative staffing
 - c. Establishment or elimination of programs
 - d. Interpersonal conflicts within a department that negatively affect the educational program or the functioning of the department.
 - e. Compelling reasons of personal safety.
3. Whenever the District proposes such a transfer it shall:
- a. Identify the need for additional faculty members by discipline and college, when reasons 2.a, 2.b or 2.c above are cited.
 - b. Identify one or more colleges from which such a transfer could occur with limited adverse effect, when reasons 2.a, 2.b or 2.c above are cited.
 - c. Provide the AFT with the name(s) and the reason(s) for the proposed transfer(s).
 - d. The reason for the transfer shall be provided in writing to the employee being transferred.
4. When reasons 2.a, 2.b or 2.c above are cited, such involuntary administrative transfers for classroom teachers may be made at the start of the Fall semester or the start of the Spring semester and, with a four-week prior notice. Non-classroom faculty members shall receive a minimum 45-day notice prior to such transfer.
5. The Human Resources Division will take the following actions when an involuntary administrative transfer is to be made and reasons 2.a, 2.b or 2.c above are cited.
- a. Review the voluntary transfer list to determine if anyone serving at one of the colleges identified for possible reduction in an appropriate subject or service area has a request on file to transfer to the college where an additional staff member is needed. A faculty member who has been reassigned out of a discipline and who prefers transfer to reassignment shall be allowed to enter his/her name on the voluntary transfer list for the discipline from which he/she was reassigned.
 - (1) If only one voluntary transfer is available, that employee will be administratively transferred.
 - (2) If two or more voluntary transfers are available, the campus where the need exists shall interview all such employees and recommend a selection according to the policies contained in PG B 473.
 - (3) If no voluntary transfers are available as described above, proceed to step b.
 - b. Identify the employee with the most recent district seniority date serving at each of the locations identified for possible reduction in the subject or service area (as defined in Appendix E, Discipline Lists) needed for transfer. If only one location has been identified for possible reduction, the employee with the least district seniority in the identified subject or service area shall be administratively transferred to the new location. Whenever more than one location has been identified for possible reduction, the least senior employee in the identified subject or service area shall be transferred. If employees in the identified subject or service area have the same seniority date, the administrative transfer shall be determined by assigned random number.
6. No person involuntarily transferred shall be involuntarily transferred again until all employees in the discipline at the receiving college or location have been involuntarily transferred.

7. In all instances except C.2.d. or C.2.e above, any person involuntarily transferred shall have the right to return to his/her discipline on the campus from which he/she has been transferred should a vacancy occur at the location. The vacancy cannot be filled by other candidates until the involuntarily transferred person has been offered the position.
8. The person being involuntarily transferred may appeal to the Vice Chancellor of Human Resources only on the basis of physical handicap or medical conditions. If the appeal is denied, the transfer shall be made. If the appeal is granted, the next least senior person shall be transferred. That person shall also have appeal rights.

ARTICLE 35, REASSIGNMENT

A. Definition. A reassignment is an assignment at the same location of a faculty member to a discipline in which the faculty member is qualified and competent to serve but a majority of which is in a different department or discipline than that to which the faculty member is usually assigned.

B. Reassignment, Voluntary

1. A faculty member may request a reassignment to a department or discipline in which a vacancy exists. Such request shall be made in writing to the College President with a copy to the Department Chair of the department or discipline to which the faculty member requests reassignment.
2. If the reassignment is approved by the College President and the department or discipline to which it has been requested, it shall be made. If the reassignment is not so approved, the reasons for non-approval shall be provided in writing to the faculty member.

C. Reassignment, Administrative (Involuntary)

1. An administrative reassignment may be made for one or more of the following reasons.
 - a. Enrollment increase or decrease.
 - b. Establishment or elimination of programs.
 - c. Interpersonal conflicts within a department that negatively affect the educational program or the functioning of the department.
2. Involuntary Administrative reassignments for classroom teachers may be made only at the start of the Fall semester or the start of the Spring semester. Non-classroom unit members may be reassigned at any time as needed.
3. An involuntary reassignment shall be made by the College President or his/her designee only after meeting and conferring with the faculty member, the faculty member's current Department Chair, and the faculty member's proposed new Department Chair. Prior to this meeting, the College President or his/her designee shall provide to the parties the reasons for the reassignment and the reasons for the selection of the new assignment.
4. In all instances except 1.c. above in which a reassignment is required, reassignment shall be in reverse discipline seniority.
5. Whenever possible, notice of an involuntary reassignment shall be given at least six weeks prior to the start of the semester in which the faculty member is scheduled to assume the new assignment.

6. Whenever possible, an involuntary reassignment shall not be made unless the employee has been afforded the right to transfer to another college in the field of his/her current discipline/department assignment.

ARTICLE 36, EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program shall be continued for the duration of the agreement. Prior to June 30 each year the District and AFT shall evaluate the Employee Assistance Program and make a recommendation to the Board of Trustees concerning the program.

ARTICLE 37, AGENCY SHOP

A. The District shall continue the Agency Shop provision which was approved by the faculty on November 14, 1983.

B. The District shall deduct and make appropriate remittance to AFT all dues and/or service fees as regulated by the dues structure of AFT, within thirty (30) days of the deduction, in accordance with the following:

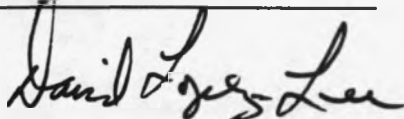
1. The District shall deduct AFT dues in accordance with Article 8, Section A.
2. The District shall deduct amounts designated by the AFT, in accordance with Article 8, Section A, for all members of the Unit who are not members of the AFT College Guild.
3. Unit members who object, on religious grounds, to paying union dues or agency fees, shall apply to the AFT for exemption to Section 1 or 2 above. If the exemption is agreed upon by the AFT, the District shall deduct the equivalent of AFT dues and pay that sum to one of three organizations mutually agreed upon by the parties and selected by the person.
4. Management and confidential employees with additional assignments covered by this Agreement may pay union dues or agency fees, or shall be required to pay an amount equal to service fees for such additional assignments through payroll deduction to a charitable organization approved by the District. This payment is in lieu of payment of dues, agency fees or other fees.
5. The District shall not be liable to the AFT by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the wages earned by the employee. The AFT agrees that it shall pay reasonable attorney fees, indemnify and save harmless the District, its officers, employees and agents against any and all claims, demands, actions, or proceedings for any liability arising from compliance with this Article, or, in reliance on any list, notice, certification or authorization furnished under this Article. The AFT, in addition, agrees it should refund to District any sums paid to it in error.

ARTICLE 38, AGREEMENT, CONDITIONS AND DURATION

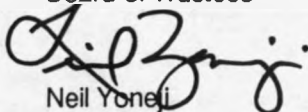
This agreement is for the period September 30, 1993 to September 29, 1996. Changes from the previous agreement which have been negotiated in this agreement shall become effective upon ratification by the parties except as specifically provided otherwise in this agreement.

In Witness Whereof the parties execute the Agreement on the 30th day of March, 1994.

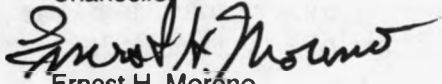
Los Angeles Community
College District



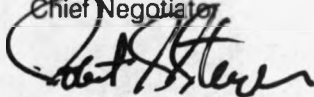
Dr. David Lopez-Lee
President
Board of Trustees



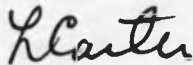
Neil Yoneli
Chancellor



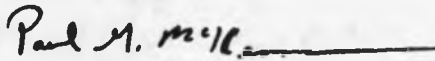
Ernest H. Moreno
Chief Negotiator



Robert S. Standen
Vice Chancellor
Human Resources



Lucian Carter
Senior Director
Personnel Operations



Paul McKenna
Vice President, Academic Affairs
L. A. Mission College

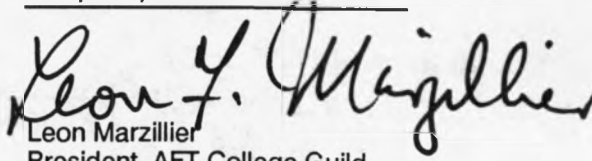


Abbie Patterson
Dean, Student Services
L. A. Trade-Technical College

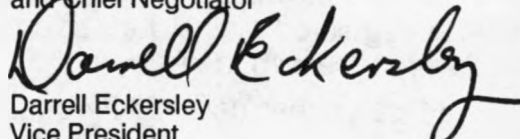


Victoria Richart
Senior Director
Student/Instructional Services

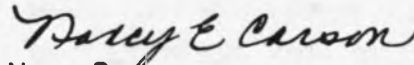
AFT College Guild, Local 1521,
CFT, AFT, AFL-CIO



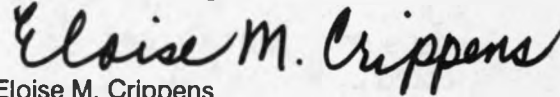
Leon Marzillier
President, AFT College Guild
and Chief Negotiator



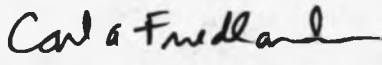
Darrell Eckersley
Vice President
AFT College Guild



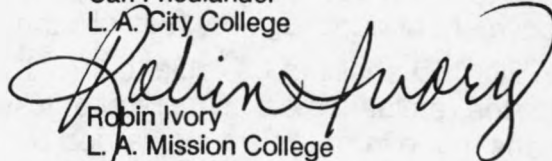
Nancy Carson
L. A. Harbor College



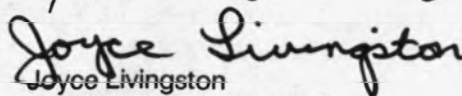
Eloise M. Crippens
West L. A. College



Carl Friedlander
L. A. City College



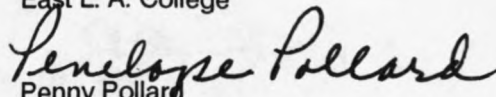
Robin Ivory
L. A. Mission College



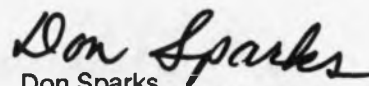
Joyce Livingston
L. A. Trade-Technical College



Colin McKay
East L. A. College



Penny Pollard
L. A. Valley College



Don Sparks
L. A. Pierce College

APPENDIX A

1993-94 CERTIFICATED SALARY SCHEDULES AND RATES (to be effective 1-9-94)

1993-94 Salary Schedules. (Monthly rate instructors, counselors, instructor-advisors, librarians, department chairs, and consulting instructors)

Rates indicated are basic rates for a four-week month (10 months a year). "Pts" refers to points; a point is equivalent to one semester unit or 1.5 quarter units.

1. Preparation Salary Schedule. (Probationary, Permanent, Temporary Contract, and Long-term Substitutes, Child Development Center Faculty)

NOTE: To the rates below add \$105 for a doctor's degree or \$88 for a certificate differential.

YEARS OF EXPER.			COL A	COL B	COL C	COL D	COL E
NON- ACCEPT.			Min	Min +	Min + 50 Pts	Min + 70 Pts	Min + 90 Pts or
TEACH. TEACH.	STEP		Prepa- ration	30 Pts or MA	or MA** + 20 Pts	or MA** + 40 Pts	MA** + 60 Pts or Doctorate
0-1	0	1	\$2,600	\$2,738	\$2,880	\$3,034	\$3,188
2-3	1	2	2,704	2,847	2,998	3,152	3,315
4-5	2	3	2,819	2,965	3,118	3,278	3,454
6-7	3	4	2,936	3,081	3,242	3,415	3,586
8-9	4	5	3,053	3,209	3,377	3,551	3,732
10-11	5	6	3,181	3,341	3,515	3,693	3,884
12-13	6	7	3,312	3,484	3,655	3,842	4,032
14-15*	7	8	3,454	3,623	3,804	3,995	4,192
16-17	8	9	3,593	3,774	3,958	4,154	4,357
18-19	9	10	3,742	3,925	4,119	4,320	4,527
20-21	10	11				4,491	4,703
22 +	11 +	12					4,884
Maximum rate with one career increment							4,972
Maximum rate with two career increments							5,055
Maximum rate with one career increment and doctorate differential							5,077
Maximum rate with two career increments and doctorate differential							5,160

* Limit for initial allocation on schedule.

** In this case, 30 Pts beyond minimum preparation are allocated to the MA.

2. Monthly Rates.

- Column Placement.** New employees are placed on the first column of the schedule until evidence of preparation (training) is submitted and evaluated. Minimum preparation requirements are: 120 college semester units or 180 quarter units included in a bachelor's degree from an accredited college or university; or four years of occupational experience for certain subject fields. A "point" is the equivalent of one semester unit or 1.5 quarter units of college study completed since the date of meeting minimum preparation requirements.
- Step Placement.** New employees are placed on the first step of the first column of the schedule until evidence of experience is submitted and evaluated. Credit for experience as a faculty member in an accredited college or university or a certificated employee in a public or private school shall be granted on the basis of one

year of experience for each step of the salary schedule. All other applicable experience shall be granted on the basis of two years of experience for each step on the salary schedule. New employees may be allocated up to and including step 8.

- c. Degree and Certificate Differentials. At any monthly rate on the preparation schedule an additional \$105 per month is paid for an earned doctor's degree or \$88 per month for a specified professional certificate in accordance with Board Rule 10535. Board Rule 10535.14a shall include dietician and contractor.
- d. Career Increment. Employees who have received pay at Column E, Step 10 or higher on the preparation schedule for the equivalent of 130 full-time days in each of five years are eligible to receive a career increment of \$88 per month. Employees who have been so paid for eight years are eligible to receive an increment of \$171.
- e. Employees in Service. After initial allocation to the salary schedule, employees are limited to one column advance per year.

Employees may earn one step advance per year either at the beginning of the first pay period within their regular assignment basis or at the beginning of their first pay period which commences on or after the beginning of the spring semester. Active service for 130 days is required for step advance.

- 3. Differential Salary Rates. Regular, temporary, and substitute employees serving in the classes of counselor, instructor-advisor, consulting instructor, and child development center director, shall receive the salary rates to which they are entitled on the preparation schedule plus a salary differential of \$260 per pay period. A department chair shall receive the \$260 differential if eligible according to the provisions of the collective bargaining unit agreement.
- 4. Employees serving in the following class shall receive salary differentials as indicated in addition to salary for which qualified on the Preparation Salary Schedule:
Training instructor: \$7.33 per semester unit or \$4.89 per quarter unit.
- 5. Day-to-Day Substitute Rates. Day-to-Day substitute employees who serve in the place of employees paid on the preparation salary schedule will be paid a "flat" rate of \$142.39 for each day's assignment of three or more clock hours, and \$73.44 for each day's assignment of less than three clock hours.
- 6. Supplemental Instructor Rate. Supplemental Instructor rate is a flat rate of \$27.69 per hour.
- 7. Unclassified Athletic Coach Rate. Unclassified Athletic Coach rate is a flat rate of \$27.69 per hour.
- 8. Replacement Instructor. A regular employee performing replacement teaching services shall receive one hour's pay in addition to pay for his/her regular assignment for each class hour during which he/she teaches an absent instructor's class.

1993-94
(to be effective 1-9-94)

I. Hourly-Rate Schedule for Part-Time Classroom Employees.

Rates indicated are for one hour of assigned time.

Step	Column K	Column L	Column M
1	\$33.35	\$35.06	\$36.78
2	34.22	35.87	37.71
3	35.38	37.14	39.01
4	36.47		
5	37.59		
6	38.71		
7	39.01		

Replacement teaching service and substitute service will be paid at the same rate an employee is paid for a regular assignment.

II. Hourly-Rate Schedule for Part-Time Non-Classroom Employees.

Rates indicated are for one hour of assigned time.

Step	Column K	Column L	Column M
1	\$31.85	\$33.45	\$35.13
2	32.65	34.24	36.05
3	33.77	35.46	37.20
4	34.85		
5	35.90		
6	37.00		
7	37.20		

III. An employee serving as an hourly rate substituting instructor shall be paid his/her regular hourly rate for such substitute assignment.

INSTRUCTOR PEER EVALUATION FORM

Evaluatee's Name _____ last _____ initials _____ College _____

Subject Area _____ Date _____

A. Classroom visits were made on (dates) _____

B. Rate the evaluatee in terms of instructional competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
1. Demonstrates knowledge of subject matter.			
2. Informs students of course objectives.			
3. Informs students of grading policies.			
4. Informs students of assignments and exams.			
5. Conducts self-evaluation and student evaluation.			
6. Meets individual student needs.			
7. Motivates and directs students' learning activities.			
8. Demonstrates fairness in judgment of student achievement.			
9. Returns required student record forms in timely manner.			
10. Maintains regular office hours.			
11. Is involved in college activities.			
12. Interacts and communicates effectively with peers.			
13. Overall rating.			

C. Describe professional growth and development of this instructor (e.g. membership or participation in professional organizations, committees, etc.).

D. If any rating is "Needs to improve" or "Unsatisfactory", present justification for rating and suggest means of improvement.

E. I recommend that this instructor:

- () be continued in service
 () be continued in service contingent upon needed improvements as noted
 () not be continued in service*

Committee member

date

Date _____

	Unsatisfactory	Needs to improve	Satisfactory
Competence in Counseling:			
1. Makes effective use of preparation time by reviewing student folders prior to the interview and researches problems brought by counselees.			
2. Finds answers to problems brought by counselees or directs them to other sources of information.			
3. Knows when to make a referral of the counselee to another agency or specialist for help. (Does not attempt to counsel in areas for which he/she is unprepared or to handle personal problems beyond the scope of the college counselor.)			
4. Is knowledgeable of student support services available at the college, e.g. Financial Aid, Career Guidance, Learning Center.			
5. Is knowledgeable in such areas as district and college policies and requirements affecting students.			
6. Helps counselees to discover effective ways of dealing with their situation.			
7. Supports counselees in seeking solutions to a problem rather than trying to solve it for them.			
8. Knows graduation requirements for the college.			
9. Is knowledgeable regarding transfer requirements at colleges and universities to which students may be transferring.			
10. Knows entrance and graduation requirements for career and certificate programs at the college.			
11. Has the ability to assist counselee in obtaining career information.			
12. Is knowledgeable about current trends and recent developments in the field of counseling.			
13. Presents ideas clearly.			
14. Demonstrates listening skills through attentiveness and ability to convey understanding of views expressed.			
15. Shows evidence of ability of understanding perspective of counselees.			
16. Is able to assist individuals in defining the problem or concern.			
17. Demonstrates acceptance of other individuals.			
18. Adheres to the principle of confidentiality.			

Counseling Responsibilities cont'd. -- Rate the evaluatee in terms of competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
Relations With Students:			
1. Establishes rapport with counselees. (Is friendly, sincere, and shows an interest in their problems.)			
2. Provides adequate privacy for the counseling interview.			
3. Provides an opportunity for counselee to express needs and concerns.			
4. Creates an atmosphere which enables counselees to feel comfortable.			
5. Gives counselees an opportunity for follow-up.			
6. Focuses attention on counselees during the session.			

B. Other Areas of Attention -- Rate the evaluatee in terms of competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
Development of Competencies:			
1. Keeps current in the counseling field by professional reading, attending conferences, or participating in other professional activities.			
2. Accepts constructive criticism in a professional manner.			
3. Seeks feedback and suggestions as to how improvement can take place.			
4. Makes an effort to improve by being open and seeking new counseling experiences.			
Meeting Responsibilities:			
1. Maintains regularly scheduled office hours.			
2. Is on time for counseling appointments.			
3. Is available for walk-in appointments according to schedule.			
4. Schedules follow-up appointments when extra time is needed by one student so that other counselees are not unduly kept waiting for their appointments.			
5. Maintains required records and submits required reports on time.			
6. Is self-motivated to perform assigned duties.			
7. Has the initiative and good judgment necessary to resolve counseling problems successfully with a minimum of supervision.			
8. Is willing and able to serve effectively on special assignments such as campus or district committees, articulation committees, group counseling, counseling classes, speaking to high school students, curriculum committees, etc.			
9. Effectively carries out established department programs as assigned, i.e. peer counselors, foreign students, etc.			
10. Makes an effort to work with faculty members on student concerns.			
11. Participates in evaluation of self and department practices.			
Relationships With College/Colleagues:			
1. Demonstrates constructive attitude of cooperation with associates, both certificated and classified.			
2. Uses appropriate channels for communicating dissatisfaction, as well as for making positive suggestions.			
3. Accepts suggestions and constructive criticism from colleagues and supervisors.			
4. Attends regularly all departmental, committee, and college-wide meetings.			
5. Cooperates with colleagues in planning and implementing counseling and other educational projects.			

C. Overall rating -- Rate the evaluatee in terms of competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
Overall Rating:			

D. Professional Growth

1. Describe observations of professional growth and development by this counselor during the last year.

2. Identify areas in which the counselor can improve and by which means this improvement can take place.

E. If any rating is "Needs to improve" or "Unsatisfactory", present justification for rating and suggest means of improvement.

F. I recommend that this counselor:

- () be continued in service
- () be continued in service contingent upon needed improvements as noted
- () not be continued in service*

Committee member

date

LIBRARIAN PEER EVALUATION FORM

Evaluee's Name _____ last _____ initials _____ College _____

Date _____

The most important element in the development of competence is specific and accurate feedback concerning performance strengths and areas in need of further development. A librarian's peers represent the best means to assess certain areas of librarian performance.

A. Librarian Responsibilities -- Rate the evaluee in terms of competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
Professional Competency:			
1. Demonstrates a knowledge of library resources and their use.			
2. Shows awareness of materials needed to support the curriculum.			
3. Demonstrates mastery of the special skills related to assignment.			
4. Contributes to solutions of library related problems.			
5. Is able to ascertain students' knowledge of library techniques and need for assistance.			
6. Is able to direct students to other relevant materials in addition to answering specific requests.			
7. Organizes work effectively.			
8. Is able to delegate responsibility appropriately.			
Relations With Users:			
1. Demonstrates the ability to listen to and communicate effectively with library users.			
2. Demonstrates patience in assisting all users.			
3. Demonstrates the ability to perceive potentially disruptive situations and handles such situations with skill.			
4. Helps users gain self-reliance in using the library.			
5. Exhibits stability necessary to serve users effectively.			
Development of Competencies:			
1. Keeps current in the library field by professional reading, attending conferences and/or participating in other professional activities.			
2. Accepts constructive criticism in a professional manner.			
3. Seeks feedback and suggestions as to how improvement can take place.			
4. Makes an effort to improve self by being open and seeking new library experiences.			
Meeting Responsibilities:			
1. Accepts responsibilities as assigned.			
2. Demonstrates initiative in fulfilling duties.			
3. Conforms to college policies, regulations and procedures.			
4. Maintains work schedule.			
5. Makes conscientious and effective use of time.			
6. Is willing to serve effectively on special assignments such as college-wide committees.			
7. Shows an interest in improving the quality of library service.			
8. Demonstrates a sensitivity to the place of the library in the total community.			
9. Understands the necessity for establishing library image as a reliable information source.			
10. Maintains required records and submits reports on time.			

Librarian Responsibilities cont'd. -- Rate the evaluatee in terms of competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
Relationships With College/Colleagues:			
1. Demonstrates constructive attitude of cooperation with associates, both certificated and classified.			
2. Uses appropriate channels for communicating dissatisfaction, as well as for making positive suggestions.			
3. Accepts suggestions and constructive criticism from colleagues and supervisors.			
4. Attends regularly all departmental committee and college-wide meetings.			
5. Cooperates with colleagues in planning and implementing library and other educational projects.			
Overall Rating:			

B. Professional Growth

1. Describe observations of professional growth and development by this librarian during the last year.
2. Identify areas in which the librarian can improve and by which means this improvement can take place.

C. If any rating is "Needs to improve" or "Unsatisfactory", present justification for rating and suggest means of improvement.

D. I recommend that this librarian:

- () be continued in service
 () be continued in service contingent upon needed improvements as noted
 () not be continued in service*

Committee member

date

CHILD DEVELOPMENT CENTER TEACHER PEER EVALUATION FORM

Evaluatee's Name _____ last _____ initials _____ College _____

Date _____

A. Rate the evaluatee in terms of competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
1. Designs an appropriate curriculum for children.			
2. Plans a broadly based curriculum.			
3. Creates an environment conducive to growth for children.			
4. Maintains classroom conditions conducive to learning.			
5. Provides opportunities to foster development in young children.			
6. Plans and implements an appropriate nutritional program.			
7. Assesses developmental level of each child.			
8. Uses a wide variety of teaching methods.			
9. Maintains ongoing records of children's progress.			
10. Supervises and evaluates practicum students.			
11. Exhibits concern for pupils' progress.			
12. Is effective in pupil conferences.			
13. Communicates and relates well with pupils.			
14. Provides direction and training of student workers.			
15. Acts as member of a child development instructional team.			
16. Organizes, attends and participates in staff meetings.			
17. Is readily available to provide individual help during regularly scheduled office hours and at other times by appointment to parents.			
18. Confers with parents concerning their child.			
19. Has ability/skills to work with parents.			
20. Participates in parent program.			
21. Has ability to work effectively as a member of a developmental team with children, parents, students and staff members.			
22. Overall rating.			

OVER

C. Describe professional growth and development of this teacher (e.g. membership or participation in professional organizations, committees, etc.).

D. If any rating is "Needs to improve" or "Unsatisfactory", present justification for rating and suggest means of improvement.

E. I recommend that this teacher:

- ☐ be continued in service
- ☐ be continued in service contingent upon needed improvements as noted
- ☐ not be continued in service*

Committee member

date

HANDICAP SPECIALIST PEER EVALUATION FORM

Evaluee's Name _____ last _____ initials _____ College _____

Date _____

The most important element in the development of competence is specific and accurate feedback concerning performance strengths and areas in need of further development. A handicap specialist's peers represent the best means to assess certain areas of specialist performance. The evaluation will be divided into two parts. The first part is concerned with handicap specialist competencies and relations with students. The second part is concerned with other areas in which peers are qualified to evaluate.

A. Handicap Specialist Responsibilities -- Rate the evaluee in terms of competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
Competence in Handicap Services:			
1. Provides faculty with effective informal and one-on-one service relating to meeting needs of disabled students.			
2. Provides faculty with timely in-service programs relating to meeting needs of disabled students.			
3. Promotes mainstreaming of disabled students into regular classes through in-service programs and presentations to faculty and administration.			
4. Promotes a positive image of disability issues on campus through "awareness" days, newsletters, and other publicity efforts.			
5. Is able to plan a reasonable budget appropriate to the size of the program on campus.			
6. Includes DSPS staff appropriately in short-term and long-term planning process.			
7. Promotes inclusion of DSPS staff in college operating committees.			
8. Promotes barrier-free features to enhance building access for disabled students.			
9. Promotes DSPS program as an integral and permanent part of the total college operation.			
10. Assists in development of programs and services for handicapped students.			
11. Develops and maintains means of identification and recruitment of handicapped students on campus and in the community.			
12. Establishes and maintains liaisons with agencies involved in serving the handicapped community.			
13. Maintains student aide and tutoring programs to assist handicapped students.			
14. Supervises personnel providing support services to handicapped students.			
15. Provides liaison for college student activities participation by handicapped students.			
16. Assists in developing job opportunities for handicapped students by contact with community agencies, employers and placement personnel.			
17. Prepares reports as needed by government agencies.			

Handicap Specialist Responsibilities cont'd. -- Rate the evaluatee in terms of competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
Relations With Students:			
1. Establishes rapport with handicapped students. (Is friendly, sincere, and shows an interest in their problems.)			
2. Is effective in providing needed services to handicapped students.			
3. Is available to confer with handicapped students when needed.			

B. Other Areas of Attention -- Rate the evaluatee in terms of competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
Development of Competencies:			
1. Keeps current in the handicap services field by professional reading, attending conferences, or participating in other professional activities.			
2. Accepts constructive criticism in a professional manner.			
3. Seeks feedback and suggestions as to how improvement can take place.			
4. Makes an effort to improve by being open and seeking new experiences in the field.			
Meeting Responsibilities:			
1. Maintains regularly scheduled office hours.			
2. Is on time for appointments.			
3. Maintains required records and submits required reports on time.			
4. Is self-motivated to perform assigned duties.			
5. Has the initiative and good judgment necessary to resolve handicap services problems successfully with a minimum of supervision.			
6. Is willing and able to serve effectively on special assignments such as campus or district committees, articulation committees, speaking to high school students, curriculum committees, etc.			
7. Participates in evaluation of self and department practices.			
Relationships With College/Colleagues:			
1. Demonstrates constructive attitude of cooperation with associates, both certificated and classified.			
2. Uses appropriate channels for communicating dissatisfaction, as well as for making positive suggestions.			
3. Accepts suggestions and constructive criticism from colleagues and supervisors.			
4. Attends regularly all departmental, committee, and college-wide meetings.			
5. Cooperates with colleagues in planning and implementing handicap services and other educational projects.			

C. Overall rating -- Rate the evaluatee in terms of competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
Overall Rating:			

D. Professional Growth

1. Describe observations of professional growth and development by this handicap specialist during the last year.

2. Identify areas in which the handicap specialist can improve and by which means this improvement can take place.

E. If any rating is "Needs to improve" or "Unsatisfactory", present justification for rating and suggest means of improvement.

F. I recommend that this handicap specialist:

- () be continued in service
- () be continued in service contingent upon needed improvements as noted
- () not be continued in service*

Committee member

date

NURSE PEER EVALUATION FORM

Evaluee's Name _____ last _____ initials _____ College _____

Date _____

The most important element in the development of competence is specific and accurate feedback concerning performance strengths and areas in need of further development. A nurse's peers represent the best means to assess certain areas of nurse performance. The evaluation will be divided into two parts. The first part is concerned with nurse competencies and relations with students. It is similar to the form filled out by the students. The second part is concerned with other areas in which peers are qualified to evaluate.

A. Nursing Responsibilities -- Rate the evaluatee in terms of competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
Professional Competence:			
1. Demonstrates a knowledge of medical, nursing, Health Services first aid resources and referrals.			
2. Shows awareness of materials needed to support the Health Services curriculum.			
3. Contributes to solutions of the Health Services related problems.			
4. Is able to assist individuals in defining their problems or concerns			
5. Is able to ascertain students' knowledge of medical/first aid problems and need of assistance.			
6. Adheres to the principle of confidentiality.			
7. Is willing and able either to find answers to problems brought by health counselees or to direct them to other sources of information.			
8. Knows when to make a referral of the health counselees to another agency or specialist for help. (Does not attempt to counsel in areas for which he/she is unprepared or to handle personal problems beyond the scope of the college nurse.)			
9. Is knowledgeable of student support services available at the college, e.g. Financial Aid, Career Guidance, Learning Center.			
10. Is knowledgeable in such areas as district and college policies and requirements affecting students and staff.			
11. Helps health counselees to discover new ways of dealing with their situation.			
12. Organizes work effectively.			
13. Is able to delegate responsibility appropriately.			
Relations with Health Counselees:			
1. Demonstrates the ability to listen to and communicate effectively with health counselees.			
2. Establishes rapport with health counselees.			
3. Provides adequate privacy for the counseling interview.			
4. Provides an opportunity for counselees to express needs and concerns.			
5. Creates an atmosphere which enables counselees to feel comfortable.			
6. Gives counselees an opportunity for follow-up.			
7. Demonstrates the ability to perceive potentially disruptive situations and handles such situations with skill.			

B. Other Areas of Attention -- Rate the evaluatee in terms of competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
Development of Competencies:			
1. Keeps current in the Health Services field by professional reading, attending conferences, and/or participating in other professional activities.			
2. Accepts constructive criticism in a professional manner.			
3. Seeks feedback and suggestions as to how improvement can take place.			
4. Makes an effort to improve by being open and seeking new experiences.			
Meeting Responsibilities:			
1. Accepts responsibilities as assigned.			
2. Demonstrates initiative in fulfilling duties.			
3. Conforms to college policies, regulations and procedures.			
4. Shows an interest in improving the quality of Health Services.			
5. Demonstrates a knowledge and awareness of the Health Services in the community.			
6. Understands the necessity of establishing Health Services image as a reliable information source.			
7. Maintains required records and submits reports on time.			
Relationships with College/Colleagues:			
1. Demonstrates constructive attitude of cooperation with associates, both certificated and classified.			
2. Uses appropriate channels for communicating dissatisfaction as well as for making positive suggestions.			
3. Makes an effort to work with faculty members on student concerns.			
4. Participates in evaluation of self and departmental practices.			
5. Is willing and able to serve effectively on special assignments such as campus or district committees, advisory committees, group counseling, budget committees, etc.			
6. Attends regularly all departmental committee and college-wide meetings.			
7. Cooperates with colleagues in planning and implementing Health Services with other educational programs.			

Overall Rating -- Rate the evaluatee in terms of competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
Overall Rating:			

D. Professional Growth

1. Summarize the professional growth and development of this nurse during the last year such as involvement with professional organizations, continuing education and community service activities.

2. Identify areas in which the nurse can improve and by which means this improvement can take place.

E. If any rating is "Needs to Improve" or "Unsatisfactory", present justification for rating and suggest means of improvement.

F. I recommend that this nurse:

- ☐ be continued in service
- ☐ be continued in service contingent upon needed improvements as noted
- ☐ not be continued in service*

Committee member

date

INSTRUCTOR SPECIAL ASSIGNMENT/CONSULTING INSTRUCTOR PEER EVALUATION FORM

Evaluatee's Name _____ last _____ initials _____ College _____

Area of responsibility _____ Date _____

A. Worksite visits were made on (dates) _____

B. Rate the evaluatee in terms of competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
1. Quantity and quality of accomplishments.			
2. Adaptability to changing situations and priorities.			
3. Ability to organize and effectively present information.			
4. Takes decisive actions and takes responsibility for them.			
5. Applies innovative concepts to improve procedures.			
6. Can work under stressful conditions and meet commitments.			
7. Shows good judgment in assessing abilities of others.			
8. Has depth and breadth of knowledge relevant to the position.			
9. Able to identify causes of problems and solve the problems.			
10. Able to train and guide subordinates appropriately.			
11. Defines goals and objectives to achieve desired results.			
12. Interacts and communicates effectively with peers/supervisors.			
13. Overall rating.			

C. Describe professional growth and development of this instructor special assignment/consulting instructor (e.g. membership or participation in professional organizations, committees, etc.).

D. If any rating is "Needs to improve" or "Unsatisfactory", present justification for rating and suggest means of improvement.

E. I recommend that this instructor special assignment/consulting instructor:

- ☐ be continued in service
☐ be continued in service contingent upon needed improvements as noted
☐ not be continued in service*

Committee member

date

PERFORMANCE REPORT FOR PEER EVALUATIONName _____ Employee Number _____
last initials

College _____ Position Title _____ Status _____

For period from _____ To _____ Subject _____

1. Classroom visits were made on (dates) _____

2. Conferences with this employee were held on (dates) _____

3. Evaluation:

Indicate by a check on the appropriate line the evaluation which in your best judgment describes the employee.

	Unsatisfactory	Needs to improve	Satisfactory
A. Knowledge of subject area			
B. Effectiveness			
C. Performance of responsibilities			
D. Over-all evaluation			

4. If any lines are checked "Unsatisfactory" or "Needs to improve," describe in detail the specific instances that support these findings: (use additional sheet if necessary)

5. If special abilities are noted warranting exceptional recognition, please describe in detail: (use additional sheet if necessary)

6. I recommend that this faculty member:

- () be continued in service
 () be continued in service contingent upon needed improvements as noted
 () not be continued in service*

I have received a copy of this report but my signature does not necessarily indicate my agreement. I understand that any written statement I forward to the Division of Human Resources regarding this report will be attached to the copy which is filed there.

Evaluation Committee Chairperson _____ date _____

Committee member _____ date _____

Committee member _____ date _____

Employee _____ date _____

I certify that this report was presented to the employee named above.

Witness _____ date _____

INSTRUCTIONS: Prepare original form with signatures of employee, committee and Vice President. Make two photocopies and forward original to the Vice Chancellor of Human Resources within one week after end of period. The first copy is for your college files, and the second copy should be given to the employee. If the employee is unwilling to sign, that fact should be indicated in the signature space and certified by a witness. If the employee is unavailable to sign, that fact and the reason should be indicated in the signature space. The employee's copy should be forwarded along with the original whenever the employee is unavailable or unwilling to sign. The Office of Personnel Operations will mail the form to the employee.

Received by _____ Date _____

Vice President

PERFORMANCE REPORT FOR ADMINISTRATIVE EVALUATIONName _____ Employee Number _____
last initials

College _____ Position Title _____ Status _____

For period from _____ To _____ Subject _____

1. Classroom visits were made on (dates) _____

2. Conferences with this employee were held on (dates) _____

3. Evaluation:

Indicate by a check on the appropriate line the evaluation which in your best judgment describes the employee.

	Unsatisfactory	Needs to improve	Satisfactory
A. Knowledge of subject area			
B. Effectiveness			
C. Performance of responsibilities			
D. Over-all evaluation			

4. If any lines are checked "Unsatisfactory" or "Needs to improve," describe in detail the specific instances that support these findings: (use additional sheet if necessary)

5. If special abilities are noted warranting exceptional recognition, please describe in detail: (use additional sheet if necessary)

6. I recommend that this employee:

- ☐ be continued in service
☐ be continued in service contingent upon needed improvements as noted
☐ not be continued in service*

I have received a copy of this report but my signature does not necessarily indicate my agreement. I understand that any written statement I forward to the Division of Human Resources regarding this report will be attached to the copy which is filed there.

Dean _____ date _____

Vice President _____ date _____

President _____ date _____

Employee _____ date _____

I certify that this report was presented to the employee named above.

Witness _____ date _____

INSTRUCTIONS: Prepare original form with signatures of employee, committee and Vice President. Make two photocopies and forward original to the Vice Chancellor of Human Resources within one week after end of period. The first copy is for your college files, and the second copy should be given to the employee. If the employee is unwilling to sign, that fact should be indicated in the signature space and certified by a witness. If the employee is unavailable to sign, that fact and the reason should be indicated in the signature space. The employee's copy should be forwarded along with the original whenever the employee is unavailable or unwilling to sign. The Office of Personnel Operations will mail the form to the employee.

Received by _____ Date _____
Vice Chancellor, Human Resources

PERFORMANCE REPORT FOR EVALUATION OF DEPARTMENT CHAIR/DIRECTOR CDCName _____ Employee Number _____
last initials

College _____ Position Title _____ Status _____

For period from _____ To _____ Subject _____

1. Conferences with this employee were held on (dates) _____

2. Evaluation:

Indicate by a check on the appropriate line the evaluation which in your best judgment describes the employee.

	Unsatisfactory	Needs to improve	Satisfactory
A. Knowledge of subject area			
B. Effectiveness			
C. Performance of responsibilities			
D. Over-all evaluation			

4. If any lines are checked "Unsatisfactory" or "Needs to improve," describe in detail the specific instances that support these findings: (use additional sheet if necessary)

5. If special abilities are noted warranting exceptional recognition, please describe in detail: (use additional sheet if necessary)

6. I recommend that this employee:

- ☐ be continued in service
☐ be continued in service contingent upon needed improvements as noted
☐ not be continued in service*

I have received a copy of this report but my signature does not necessarily indicate my agreement. I understand that any written statement I forward to the Division of Human Resources regarding this report will be attached to the copy which is filed there.

Dean _____ date _____

Vice President _____ date _____

President _____ date _____

Employee _____ date _____

I certify that this report was presented to the employee named above.

Witness _____ date _____

INSTRUCTIONS: Prepare original form with signatures of employee, committee and Vice President. Make two photocopies and forward original to the Vice Chancellor of Human Resources within one week after end of period. The first copy is for your college files, and the second copy should be given to the employee. If the employee is unwilling to sign, that fact should be indicated in the signature space and certified by a witness. If the employee is unavailable to sign, that fact and the reason should be indicated in the signature space. The employee's copy should be forwarded along with the original whenever the employee is unavailable or unwilling to sign. The Office of Personnel Operations will mail the form to the employee.

Received by _____ Date _____

Vice Chancellor, Human Resources

STUDENT EVALUATION OF INSTRUCTOR

Instructor's Name _____ College _____

Class or Course _____ Date _____

Check the box that most closely reflects your opinion of the instructor:

	Agree Strongly	Agree Somewhat	No Opinion	Disagree Somewhat	Disagree Strongly
1. The teacher informs the students of the objectives of the course.					
2. The teacher is generally well prepared and organized.					
3. The teacher explains clearly.					
4. The teacher invites questions.					
5. The teacher's method of grading is clear.					
6. When I seek help from the teacher, I am able to get it.					
7. The teacher relates to students as individuals.					
8. The teacher knows if the class understands.					
9. The teacher encourages discussion of ideas other than his/her own.					
10. The teacher returns tests and other materials promptly.					
11. The teacher was available for posted office hours.					
12. The teacher is among those from whom I have learned the most.					

Additional comments:

STUDENT EVALUATION OF COUNSELOR

Instructor's Name _____ College _____

Date _____

The Counseling Department is making an effort to improve its service. YOU can assist by completing this form. Please respond honestly. Do NOT identify yourself in any way. Your participation is vital to our program of self-improvement. Thank you.

Check the box at the right to indicate "Yes" or "No"

	Yes	No
1. Did you feel at ease with the counselor?		
Comments:		
2. Was the counselor helpful to you in seeking solutions to your problems?		
Comments:		
3. Did the counselor suggest ways you could get additional information if needed?		
Comments:		
4. Do you feel the counselor would keep personal matters confidential?		
Comments:		
5. Would you see this counselor again?		
Comments:		
6. Was the counselor knowledgeable regarding transfer requirements at colleges and universities?		
Comments:		
7. Was the counselor knowledgeable regarding entrance and graduation requirements for career and certificate programs?		
Comments:		
8. Were you given clear and concise information and assistance regarding your class selection and Educational Plan?		
Comments:		
9. Was the counselor available to assist you at accessible times?		
Comments:		
10. Did the counselor keep his/her appointment?		
Comments:		

11. Additional comments:

PROBATIONARY INSTRUCTOR EVALUATION FORM

Evaluatee's Name _____ last _____ initials _____ College _____

Subject Area _____ Date _____

A. Classroom visits were made on (dates) _____

B. Rate the evaluatee in terms of instructional competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
1. Demonstrates knowledge of subject matter.			
2. Informs students of course objectives.			
3. Informs students of grading policies.			
4. Informs students of assignments and exams.			
5. Conducts self-evaluation and student evaluation.			
6. Meets individual student needs.			
7. Motivates and directs students' learning activities.			
8. Demonstrates fairness in judgment of student achievement.			
9. Returns required student record forms in timely manner.			
10. Maintains regular office hours.			
11. Is involved in college activities.			
12. Interacts and communicates effectively with peers.			
13. Overall rating.			

C. Describe professional growth and development of this instructor (e.g. membership or participation in professional organizations, committees, etc.).

D. If any rating is "Needs to improve" or "Unsatisfactory", present justification for rating and suggest means of improvement.

E. I recommend that this instructor:

- () be continued in service as a probationary employee
 () not be continued in service*
 () be recommended for permanent (tenured) status*

Committee member

date

PROBATIONARY COUNSELOR EVALUATION FORM

Evaluee's Name _____ last _____ initials _____ College _____

Date _____

The most important element in the development of competence is specific and accurate feedback concerning performance strengths and areas in need of further development. A counselor's peers represent the best means to assess certain areas of counselor performance. The evaluation will be divided into two parts. The first part is concerned with counselor competencies and relations with students. It is similar to the form filled out by the students. The second part is concerned with other areas on which peers are qualified to evaluate.

A. Counseling Responsibilities -- Rate the evaluee in terms of competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
Competence in Counseling:			
1. Makes effective use of preparation time by reviewing student folders prior to the interview and researches problems brought by counselees.			
2. Finds answers to problems brought by counselees or directs them to other sources of information.			
3. Knows when to make a referral of the counselee to another agency or specialist for help. (Does not attempt to counsel in areas for which he/she is unprepared or to handle personal problems beyond the scope of the college counselor.)			
4. Is knowledgeable of student support services available at the college, e.g. Financial Aid, Career Guidance, Learning Center.			
5. Is knowledgeable in such areas as district and college policies and requirements affecting students.			
6. Helps counselees to discover effective ways of dealing with their situation.			
7. Supports counselees in seeking solutions to a problem rather than trying to solve it for them.			
8. Knows graduation requirements for the college.			
9. Is knowledgeable regarding transfer requirements at colleges and universities to which students may be transferring.			
10. Knows entrance and graduation requirements for career and certificate programs at the college.			
11. Has the ability to assist counselee in obtaining career information.			
12. Is knowledgeable about current trends and recent developments in the field of counseling.			
13. Presents ideas clearly.			
14. Demonstrates listening skills through attentiveness and ability to convey understanding of views expressed.			
15. Shows evidence of ability of understanding perspective of counselees.			
16. Is able to assist individuals in defining the problem or concern.			
17. Demonstrates acceptance of other individuals.			
18. Adheres to the principle of confidentiality.			

Counseling Responsibilities cont'd. -- Rate the evaluatee in terms of competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
Relations With Students:			
1. Establishes rapport with counselees. (Is friendly, sincere, and shows an interest in their problems.)			
2. Provides adequate privacy for the counseling interview.			
3. Provides an opportunity for counselee to express needs and concerns.			
4. Creates an atmosphere which enables counselees to feel comfortable.			
5. Gives counselees an opportunity for follow-up.			
6. Focuses attention on counselees during the session.			

B. Other Areas of Attention -- Rate the evaluatee in terms of competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
Development of Competencies:			
1. Keeps current in the counseling field by professional reading, attending conferences, or participating in other professional activities.			
2. Accepts constructive criticism in a professional manner.			
3. Seeks feedback and suggestions as to how improvement can take place.			
4. Makes an effort to improve by being open and seeking new counseling experiences.			
Meeting Responsibilities:			
1. Maintains regularly scheduled office hours.			
2. Is on time for counseling appointments.			
3. Is available for walk-in appointments according to schedule.			
4. Schedules follow-up appointments when extra time is needed by one student so that other counselees are not unduly kept waiting for their appointments.			
5. Maintains required records and submits required reports on time.			
6. Is self-motivated to perform assigned duties.			
7. Has the initiative and good judgment necessary to resolve counseling problems successfully with a minimum of supervision.			
8. Is willing and able to serve effectively on special assignments such as campus or district committees, articulation committees, group counseling, counseling classes, speaking to high school students, curriculum committees, etc.			
9. Effectively carries out established department programs as assigned, i.e. peer counselors, foreign students, etc.			
10. Makes an effort to work with faculty members on student concerns.			
11. Participates in evaluation of self and department practices.			
Relationships With College/Colleagues:			
1. Demonstrates constructive attitude of cooperation with associates, both certificated and classified.			
2. Uses appropriate channels for communicating dissatisfaction, as well as for making positive suggestions.			
3. Accepts suggestions and constructive criticism from colleagues and supervisors.			
4. Attends regularly all departmental, committee, and college-wide meetings.			
5. Cooperates with colleagues in planning and implementing counseling and other educational projects.			

C. Overall rating -- Rate the evaluatee in terms of competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
Overall Rating:			

D. Professional Growth

1. Describe observations of professional growth and development by this counselor during the last year.

2. Identify areas in which the counselor can improve and by which means this improvement can take place.

E. If any rating is "Needs to improve" or "Unsatisfactory", present justification for rating and suggest means of improvement.

F. I recommend that this counselor:

- () be continued in service as a probationary employee
- () not be continued in service*
- () be recommended for permanent (tenured) status*

Committee member

date

PROBATIONARY LIBRARIAN EVALUATION FORM

Evaluatee's Name _____ last _____ initials _____ College _____

Date _____

The most important element in the development of competence is specific and accurate feedback concerning performance strengths and areas in need of further development. A librarian's peers represent the best means to assess certain areas of librarian performance.

A. Librarian Responsibilities -- Rate the evaluatee in terms of competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
Professional Competency:			
1. Demonstrates a knowledge of library resources and their use.			
2. Shows awareness of materials needed to support the curriculum.			
3. Demonstrates mastery of the special skills related to assignment.			
4. Contributes to solutions of library related problems.			
5. Is able to ascertain students' knowledge of library techniques and need for assistance.			
6. Is able to direct students to other relevant materials in addition to answering specific requests.			
7. Organizes work effectively.			
8. Is able to delegate responsibility appropriately.			
Relations With Users:			
1. Demonstrates the ability to listen to and communicate effectively with library users.			
2. Demonstrates patience in assisting all users.			
3. Demonstrates the ability to perceive potentially disruptive situations and handles such situations with skill.			
4. Helps users gain self-reliance in using the library.			
5. Exhibits stability necessary to serve users effectively.			
Development of Competencies:			
1. Keeps current in the library field by professional reading, attending conferences and/or participating in other professional activities.			
2. Accepts constructive criticism in a professional manner.			
3. Seeks feedback and suggestions as to how improvement can take place.			
4. Makes an effort to improve self by being open and seeking new library experiences.			
Meeting Responsibilities:			
1. Accepts responsibilities as assigned.			
2. Demonstrates initiative in fulfilling duties.			
3. Conforms to college policies, regulations and procedures.			
4. Maintains work schedule.			
5. Makes conscientious and effective use of time.			
6. Is willing to serve effectively on special assignments such as college-wide committees.			
7. Shows an interest in improving the quality of library service.			
8. Demonstrates a sensitivity to the place of the library in the total community.			
9. Understands the necessity for establishing library image as a reliable information source.			
10. Maintains required records and submits reports on time.			

Librarian Responsibilities cont'd. -- Rate the evaluatee in terms of competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
Relationships With College/Colleagues:			
1. Demonstrates constructive attitude of cooperation with associates, both certificated and classified.			
2. Uses appropriate channels for communicating dissatisfaction, as well as for making positive suggestions.			
3. Accepts suggestions and constructive criticism from colleagues and supervisors.			
4. Attends regularly all departmental committee and college-wide meetings.			
5. Cooperates with colleagues in planning and implementing library and other educational projects.			
Overall Rating:			

B. Professional Growth

1. Describe observations of professional growth and development by this librarian during the last year.
2. Identify areas in which the librarian can improve and by which means this improvement can take place.

C. If any rating is "Needs to improve" or "Unsatisfactory", present justification for rating and suggest means of improvement.

D. I recommend that this librarian:

- () be continued in service as a probationary employee
 () not be continued in service*
 () be recommended for permanent (tenured) status*

Committee member

date

PROBATIONARY CHILD DEVELOPMENT CENTER TEACHER EVALUATION FORM

Evaluee's Name _____ last _____ initials _____ College _____

Date _____

A. Rate the evaluee in terms of competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
1. Designs an appropriate curriculum for children.			
2. Plans a broadly based curriculum.			
3. Creates an environment conducive to growth for children.			
4. Maintains classroom conditions conducive to learning.			
5. Provides opportunities to foster development in young children.			
6. Plans and implements an appropriate nutritional program.			
7. Assesses developmental level of each child.			
8. Uses a wide variety of teaching methods.			
9. Maintains ongoing records of children's progress.			
10. Supervises and evaluates practicum students.			
11. Exhibits concern for pupils' progress.			
12. Is effective in pupil conferences.			
13. Communicates and relates well with pupils.			
14. Provides direction and training of student workers.			
15. Acts as member of a child development instructional team.			
16. Organizes, attends and participates in staff meetings.			
17. Is readily available to provide individual help during regularly scheduled office hours and at other times by appointment to parents.			
18. Confers with parents concerning their child.			
19. Has ability/skills to work with parents.			
20. Participates in parent program.			
21. Has ability to work effectively as a member of a developmental team with children, parents, students and staff members.			
22. Overall rating.			

OVER

B. Describe professional growth and development of this teacher (e.g. membership or participation in professional organizations, committees, etc.).

C. If any rating is "Needs to improve" or "Unsatisfactory", present justification for rating and suggest means of improvement.

D. I recommend that this teacher:

- () be continued in service as a probationary employee
() not be continued in service*
() be recommended for permanent (tenured) status*

Committee member

date

Handicap Specialist Responsibilities cont'd. -- Rate the evaluatee in terms of competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
Relations With Students:			
1. Establishes rapport with handicapped students. (Is friendly, sincere, and shows an interest in their problems.)			
2. Is effective in providing needed services to handicapped students.			
3. Is available to confer with handicapped students when needed.			

B. Other Areas of Attention -- Rate the evaluatee in terms of competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
Development of Competencies:			
1. Keeps current in the handicap services field by professional reading, attending conferences, or participating in other professional activities.			
2. Accepts constructive criticism in a professional manner.			
3. Seeks feedback and suggestions as to how improvement can take place.			
4. Makes an effort to improve by being open and seeking new experiences in the field.			
Meeting Responsibilities:			
1. Maintains regularly scheduled office hours.			
2. Is on time for appointments.			
3. Maintains required records and submits required reports on time.			
4. Is self-motivated to perform assigned duties.			
5. Has the initiative and good judgment necessary to resolve handicap services problems successfully with a minimum of supervision.			
6. Is willing and able to serve effectively on special assignments such as campus or district committees, articulation committees, speaking to high school students, curriculum committees, etc.			
7. Participates in evaluation of self and department practices.			
Relationships With College/Colleagues:			
1. Demonstrates constructive attitude of cooperation with associates, both certificated and classified.			
2. Uses appropriate channels for communicating dissatisfaction, as well as for making positive suggestions.			
3. Accepts suggestions and constructive criticism from colleagues and supervisors.			
4. Attends regularly all departmental, committee, and college-wide meetings.			
5. Cooperates with colleagues in planning and implementing handicap services and other educational projects.			

C. Overall rating -- Rate the evaluatee in terms of competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
Overall Rating:			

D. Professional Growth

1. Describe observations of professional growth and development by this handicap specialist during the last year.

2. Identify areas in which the handicap specialist can improve and by which means this improvement can take place.

E. If any rating is "Needs to improve" or "Unsatisfactory", present justification for rating and suggest means of improvement.

F. I recommend that this handicap specialist:

- () be continued in service as a probationary employee
- () not be continued in service*
- () be recommended for permanent (tenured) status*

Committee member

date

PROBATIONARY NURSE EVALUATION FORM

Evaluatee's Name _____ last _____ initials _____ College _____

Date _____

The most important element in the development of competence is specific and accurate feedback concerning performance strengths and areas in need of further development. A nurse's peers represent the best means to assess certain areas of nurse performance. The evaluation will be divided into two parts. The first part is concerned with nurse competencies and relations with students. It is similar to the form filled out by the students. The second part is concerned with other areas in which peers are qualified to evaluate.

A. Nursing Responsibilities -- Rate the evaluatee in terms of competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
Professional Competence:			
1. Demonstrates a knowledge of medical, nursing, Health Services first aid resources and referrals.			
2. Shows awareness of materials needed to support the Health Services curriculum.			
3. Contributes to solutions of the Health Services related problems.			
4. Is able to assist individuals in defining their problems or concerns			
5. Is able to ascertain students' knowledge of medical/first aid problems and need of assistance.			
6. Adheres to the principle of confidentiality.			
7. Is willing and able either to find answers to problems brought by health counselees or to direct them to other sources of information.			
8. Knows when to make a referral of the health counselees to another agency or specialist for help. (Does not attempt to counsel in areas for which he/she is unprepared or to handle personal problems beyond the scope of the college nurse.)			
9. Is knowledgeable of student support services available at the college, e.g. Financial Aid, Career Guidance, Learning Center.			
10. Is knowledgeable in such areas as district and college policies and requirements affecting students and staff.			
11. Helps health counselees to discover new ways of dealing with their situation.			
12. Organizes work effectively.			
13. Is able to delegate responsibility appropriately.			
Relations with Health Counselees:			
1. Demonstrates the ability to listen to and communicate effectively with health counselees.			
2. Establishes rapport with health counselees.			
3. Provides adequate privacy for the counseling interview.			
4. Provides an opportunity for counselees to express needs and concerns.			
5. Creates an atmosphere which enables counselees to feel comfortable.			
6. Gives counselees an opportunity for follow-up.			
7. Demonstrates the ability to perceive potentially disruptive situations and handles such situations with skill.			

B. Other Areas of Attention -- Rate the evaluatee in terms of competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
Development of Competencies:			
1. Keeps current in the Health Services field by professional reading, attending conferences, and/or participating in other professional activities.			
2. Accepts constructive criticism in a professional manner.			
3. Seeks feedback and suggestions as to how improvement can take place.			
4. Makes an effort to improve by being open and seeking new experiences.			
Meeting Responsibilities:			
1. Accepts responsibilities as assigned.			
2. Demonstrates initiative in fulfilling duties.			
3. Conforms to college policies, regulations and procedures.			
4. Shows an interest in improving the quality of Health Services.			
5. Demonstrates a knowledge and awareness of the Health Services in the community.			
6. Understands the necessity of establishing Health Services image as a reliable information source.			
7. Maintains required records and submits reports on time.			
Relationships with College/Colleagues:			
1. Demonstrates constructive attitude of cooperation with associates, both certificated and classified.			
2. Uses appropriate channels for communicating dissatisfaction as well as for making positive suggestions.			
3. Makes an effort to work with faculty members on student concerns.			
4. Participates in evaluation of self and departmental practices.			
5. Is willing and able to serve effectively on special assignments such as campus or district committees, advisory committees, group counseling, budget committees, etc.			
6. Attends regularly all departmental committee and college-wide meetings.			
7. Cooperates with colleagues in planning and implementing Health Services with other educational programs.			

C. Overall Rating -- Rate the evaluatee in terms of competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
Overall Rating:			

D. Professional Growth

1. Summarize the professional growth and development of this nurse during the last year such as involvement with professional organizations, continuing education and community service activities.

2. Identify areas in which the nurse can improve and by which means this improvement can take place.

E. If any rating is "Needs to improve" or "Unsatisfactory", present justification for rating and suggest means of improvement.

F. I recommend that this nurse:

- ☐ be continued in service as a probationary employee
- ☐ not be continued in service*
- ☐ be recommended for permanent (tenured) status*

Committee member

date

PROBATIONARY INSTRUCTOR SPECIAL ASSIGNMENT/CONSULTING INSTRUCTOR EVALUATION FORM

Evaluatee's Name _____ last _____ Initials _____ College _____

Area of responsibility _____ Date _____

A. Worksite visits were made on (dates) _____

B. Rate the evaluatee in terms of competence in the following:

	Unsatisfactory	Needs to improve	Satisfactory
1. Quantity and quality of accomplishments.			
2. Adaptability to changing situations and priorities.			
3. Ability to organize and effectively present information.			
4. Takes decisive actions and takes responsibility for them.			
5. Applies innovative concepts to improve procedures.			
6. Can work under stressful conditions and meet commitments.			
7. Shows good judgment in assessing abilities of others.			
8. Has depth and breadth of knowledge relevant to the position.			
9. Able to identify causes of problems and solve the problems.			
10. Able to train and guide subordinates appropriately.			
11. Defines goals and objectives to achieve desired results.			
12. Interacts and communicates effectively with peers/supervisors.			
13. Overall rating.			

C. Describe professional growth and development of this instructor special assignment/consulting instructor (e.g. membership or participation in professional organizations, committees, etc.).

D. If any rating is "Needs to improve" or "Unsatisfactory", present justification for rating and suggest means of improvement.

E. I recommend that this instructor special assignment/consulting instructor:

- () be continued in service
 () not be continued in service*
 () be recommended for permanent (tenured) status*

Committee member

date

PERFORMANCE REPORT FOR EVALUATION OF PROBATIONARY FACULTYName _____ Employee Number _____
last initials

College _____ Position Title _____ Status _____

For period from _____ To _____ Subject _____

1. Classroom visits were made on (dates) _____

2. Conferences with this employee were held on (dates) _____

3. Evaluation:

Indicate by a check on the appropriate line the evaluation which in your best judgment describes the employee.

	Unsatisfactory	Needs to improve	Satisfactory
A. Knowledge of subject area			
B. Effectiveness			
C. Performance of responsibilities			
D. Over-all evaluation			

4. If any lines are checked "Unsatisfactory" or "Needs to improve," describe in detail the specific instances that support these findings: (use additional sheet if necessary)

5. If special abilities are noted warranting exceptional recognition, please describe in detail: (use additional sheet if necessary)

6. The committee recommends that this faculty member:

- () be continued in service as a probationary employee
 () not be continued in service*
 () be recommended for permanent (tenured) status*

I have received a copy of this report but my signature does not necessarily indicate my agreement. I understand that any written statement I forward to the Division of Human Resources regarding this report will be attached to the copy which is filed there.

Evaluation Committee Chairperson _____ date _____

Employee _____ date _____

Committee member _____ date _____

Committee member _____ date _____

7. We, the undersigned, participated in the evaluation process.

Academic Senate representative _____ date _____

Administrator _____ date _____

I certify that this report was presented to the employee named above.

Witness _____ date _____

NOTE: Any participant, including the evaluatee, may attach comments to this performance report.

INSTRUCTIONS: Prepare original form with signatures of employee, committee and Vice President. Make two photocopies and forward original to the Vice Chancellor of Human Resources within one week after end of period. The first copy is for your college files, and the second copy should be given to the employee. If the employee is unwilling to sign, that fact should be indicated in the signature space and certified by a witness. If the employee is unavailable to sign, that fact and the reason should be indicated in the signature space. The employee's copy should be forwarded along with the original whenever the employee is unavailable or unwilling to sign. The Office of Personnel Operations will mail the form to the employee.

Received by _____ Date _____
Vice President

REPORT FOR ADMINISTRATIVE EVALUATION OF PROBATIONARY FACULTYName _____ Employee Number _____
last initials

College _____ Position Title _____ Status _____

For period from _____ To _____ Subject _____

1. Classroom visits were made on (dates) _____

2. Conferences with this employee were held on (dates) _____

3. Evaluation:

Indicate by a check on the appropriate line the evaluation which in your best judgment describes the employee.

	Unsatisfactory	Needs to improve	Satisfactory
A. Knowledge of subject area			
B. Effectiveness			
C. Performance of responsibilities			
D. Over-all evaluation			

4. If any lines are checked "Unsatisfactory" or "Needs to improve," describe in detail the specific instances that support these findings: (use additional sheet if necessary)

5. If special abilities are noted warranting exceptional recognition, please describe in detail: (use additional sheet if necessary)

6. I recommend that this employee:

- () be continued in service as a probationary employee
 () not be continued in service*
 () be recommended for permanent (tenured) status*

I have received a copy of this report but my signature does not necessarily indicate my agreement. I understand that any written statement I forward to the Division of Human Resources regarding this report will be attached to the copy which is filed there.

Dean _____ date _____

Vice President _____ date _____

President _____ date _____

Employee _____ date _____

I certify that this report was presented to the employee named above.

Witness _____ date _____

INSTRUCTIONS: Prepare original form with signatures of employee, committee and Vice President. Make two photocopies and forward original to the Vice Chancellor of Human Resources within one week after end of period. The first copy is for your college files, and the second copy should be given to the employee. If the employee is unwilling to sign, that fact should be indicated in the signature space and certified by a witness. If the employee is unavailable to sign, that fact and the reason should be indicated in the signature space. The employee's copy should be forwarded along with the original whenever the employee is unavailable or unwilling to sign. The Office of Personnel Operations will mail the form to the employee.

Received by _____ Date _____

Vice Chancellor, Human Resources

LACCD Form C968P 7/93 *To recommend nonretention or tenure before end of third contract, supporting documentation MUST be attached.

STUDENT EVALUATION OF PROBATIONARY INSTRUCTOR

Instructor's Name _____ College _____

Class or Course _____ Date _____

Check the box that most closely reflects your opinion of the instructor:

	Agree Strongly	Agree Somewhat	No Opinion	Disagree Somewhat	Disagree Strongly
1. The teacher informs the students of the objectives of the course.					
2. The teacher is generally well prepared and organized.					
3. The teacher explains clearly.					
4. The teacher invites questions.					
5. The teacher's method of grading is clear.					
6. When I seek help from the teacher, I am able to get it.					
7. The teacher relates to students as individuals.					
8. The teacher knows if the class understands.					
9. The teacher encourages discussion of ideas other than his/her own.					
10. The teacher returns tests and other materials promptly.					
11. The teacher was available for posted office hours.					
12. The teacher is among those from whom I have learned the most.					

Additional comments:

STUDENT EVALUATION OF PROBATIONARY COUNSELOR

Instructor's Name _____ College _____

Date _____

The Counseling Department is making an effort to improve its service. YOU can assist by completing this form. Please respond honestly. Do NOT identify yourself in any way. Your participation is vital to our program of self-improvement. Thank you.

Check the box at the right to indicate "Yes" or "No"

	Yes	No
1. Did you feel at ease with the counselor?		
Comments:		
2. Was the counselor helpful to you in seeking solutions to your problems?		
Comments:		
3. Did the counselor suggest ways you could get additional information if needed?		
Comments:		
4. Do you feel the counselor would keep personal matters confidential?		
Comments:		
5. Would you see this counselor again?		
Comments:		
6. Was the counselor knowledgeable regarding transfer requirements at colleges and universities?		
Comments:		
7. Was the counselor knowledgeable regarding entrance and graduation requirements for career and certificate programs?		
Comments:		
8. Were you given clear and concise information and assistance regarding your class selection and Educational Plan?		
Comments:		
9. Was the counselor available to assist you at accessible times?		
Comments:		
10. Did the counselor keep his/her appointment?		
Comments:		

11. Additional comments:

1. Grievant (Full Name) _____

2. Department _____ Job Title _____ Campus _____

3. Name(s) of Representative(s) _____

4. Clearly and concisely state your grievance, indicating the alleged misinterpretation, misapplication, or violation of a specific item of the Agreement or District rule or regulation. (Attach additional sheets if necessary.)

5. Clearly and concisely state your remedy. (Attach additional sheets if necessary.)

6. State your reasons for appealing Step 1 Decision. (Attach additional sheets if necessary.)

Signature of Grievant

Date

APPENDIX D, DEFINITIONS

Academic Year - The first day of the Fall Semester to the last day of the subsequent Spring semester.

A.F.T. College Guild - The employee organization certified as the Exclusive Representative of the employees in the Faculty Unit.

Assignment - Duties, hours, and/or courses assigned to a given faculty member by the District.

Board - Los Angeles Community College District Board of Trustees.

Board Rules - Any rule adopted by the Board.

Campus - Any one of the nine Los Angeles Community Colleges and its constituent parts.

Campus Bargaining Agent Representative - See A.F.T. College Guild.

College - See Campus.

College District - See District.

College President - The chief administrative officer of a college.

Contract Employee - An employee of a district who is employed on the basis of a contract in accordance with the provisions of Education Code Section 87605, 87608(b) or 87608.5(b). (Also referred to as a probationary employee.)

Department - A discipline or group of disciplines on a given campus, as defined by the District.

Department Chairperson - A department member selected by the department to represent the department to the administration and the administration to the department. (Same as Division Chairperson).

Discipline - A body of knowledge taught by persons with certification qualifications; also referred to as a subject matter field.

District - The Los Angeles Community College District and/or any of its constituent parts.

Division - A group of departments on a given campus as defined by the District.

Division Chairperson - A division member selected by the division to represent the division to the administration and the administration to the division. (Same as Department Chairperson)

Division Head - A management employee assigned the administrative responsibility for a division in the District Office.

Employee - Any member of the bargaining unit.

Employer - See Board

Exclusive Representative - See A.F.T. College Guild.

Faculty - See Employee.

Guild - See A.F.T. College Guild.

Hourly Rate - Any employee paid from the hourly rate salary schedule.

Los Angeles Community College District - See District.

Monthly Rate - Any employee paid from the preparation salary schedule.

Parties - The parties to this Agreement...the Los Angeles Community College District Board of Trustees and the A.F.T. College Guild, Local 1521, AFL-CIO.

Part-Time - Any employee paid from an hourly rate salary schedule.

Permanent Employee - See Regular Employee.

President - Chief administrative officer of a College.

Probationary Employee - See Contract Employee.

Regular Employee - An employee of a District who is employed in accordance with the provisions of Education Code Section 87608(c), 87608.5(c), or 87609(a). (Also referred to as a Permanent Employee.)

Regular Session - The first day of the Fall Semester to the last day of the subsequent Spring Semester.

Tenured - See Regular Employee.

Union - See A.F.T. College Guild.

APPENDIX E, DISCIPLINE LISTS

Afro-American Studies	Commercial Art
Administration of Justice	Computer Technology
Advertising Illustration	Cooperative Education
Agricultural Business	Cosmetology
Agricultural Engineering	Chinese
Air-Conditioning & Refrigeration	Dairy Industries
Air-Conditioning Engineering	Dental Assisting
Aircraft Electronics Maintenance	Dental Hygiene
Aircraft Mechanics	Dental Technology
American Sign Language	Developmental Communications
Animal Health Technology	Economics
Animal Husbandry	Education
Anthropology	Electric Motor Repair
Architectural Drafting	Electrical Construction & Maintenance
Architecture	Electrical Engineering & Electronics
Art (History, Appreciation)	Electro-Mechanical Technology
Art (Crafts)	Electronics
Art (Ceramics, Sculpture, 3-Dimensional Design)	Engineering
Art (Drawing, Painting, 2-Dimensional Design)	Engineering (Civil)
Art (Printmaking)	Engineering (Mechanical)
Art (Photography, Graphics)	English
Art (Jewelry, Metal Arts)	English as a Second Language
Astronomy	Family & Consumer Studies
Asian-American Studies	Fashion Design
Automatic Vending Machine Repair	Fire Science
Automobile Body & Fender Repair	Floral Design
Automobile Mechanics	French
Baking	Geography
Biological Science	Geology
Broadcasting (Radio & TV)	German
Building & Grounds Management	Graphic Arts Advertising Production
Business (Accounting)	Graphic Arts Equipment Repair
Business (Management)	Handicapped
Business (Real Estate)	Handicapped-Enabler
Business (Secretarial Sci/ Office Admin)	Health Education
Business Data Processing	Heavy Duty Truck & Diesel Mechanics
Cabinet Making & Millwork	Hebrew
Carpentry	History
Catering & Household Service	Humanities
Ceramic Engineering Technology	Industrial Arts
Chef Cooking	Industrial Electricity
Chemical Technology	Industrial Supervision
Chemistry	Instructional Media
Child Development	Italian
	Japanese
	Journalism
	Labor Studies

Latin
 Law
 Library Service
 Machine Shop
 Mathematics
 Mechanical Drafting
 Medical Record Science
 Merchandise Display
 Metallurgy
 Measurement Science
 Mexican-American Studies
 Motorcycle Repair Mechanics
 Music-Commercial
 Music-Instrumental (Band and/or Orchestra)
 Music-Piano, Theory, Literature (History and/or Appreciation)
 Music-Vocal (Choral and/or Voice)
 Natural Resources Management
 Nephrology
 Numerical Control Technology
 Nursing (Academic)
 Nursing (Vocational)
 Occupational Therapy Assisting
 Ophthalmic Optics
 Ornamental Horticulture
 Painting & Decorating
 Pastry
 PBX Operator
 Philosophy
 Photography (Vocational)
 Physical Education
 Physical Education (Dance)
 Physical Therapy Assisting
 Physics
 Plastering
 Plastics
 Plumbing
 Political Science
 Power Sewing
 Printing
 Printing (Bindery)
 Printing (Hand Composition)
 Printing (Letterpress)
 Printing (Linotype)
 Printing (Offset Presswork)
 Printing (Photo Offset)
 Printing Management
 Prosthetics & Orthotics

Psychiatric Technology
 Psychology
 Public Relations
 Radio & TV Service
 Radiologic Technology
 Recreation
 Respiratory Therapy
 Restaurant Management
 Russian
 Sheet Metal
 Sign Painting
 Sociology
 Spanish
 Special Reading - English
 Special Reading - Psychology
 Speech
 Spotting and Pressing
 Tailoring
 Technical Illustration
 Theater Arts
 Theater Arts (Cinema)
 Theater Arts (Technical Direction)
 Tool and Die Making
 Travel Tourism
 Truck & Fruit Crops
 Urban and Regional Planning
 Vision Care Technology
 Welding
 Word Processing

SERVICE POSITION

Counselor
 Handicap Specialist
 Librarian
 Nurse

CHILD DEVELOPMENT CENTERS

Director, Child Development Center
 Teacher, Child Development Center

APPENDIX F, FACULTY SERVICE AREAS

Disciplines Requiring the Master's.

Accounting
Anthropology
Art
Biological Sciences
Business
Chemistry
Child Development
Computer Applications
Computer Science
Counseling
Dance
Drama/Theater Arts
Economics
Education
Engineering
English
ESL
Ethnic Studies
Family and Consumer Studies
Foreign Languages
Geography
Geology and Earth Science
Health
Health Services Nursing
History
Humanities

Instructional Design/Technology
Interdisciplinary Studies
Journalism
Law
Library Science
Management
Marketing
Mass Communication
Mathematics
Music
Nursing
Office Management
Philosophy
Photography (See Art)
Physical Education
Physics/Astronomy
Political Science
Psychology
Reading
Recreation Administration
Religious Studies
Sociology
Social Science
Special Education
Speech
Women's Studies

Disciplines Not Requiring the Master's.

Administration of Justice
Aeronautics
Agricultural Business/Related Services
Agricultural Engineering
Agricultural Production
Air Conditioning, Refrigeration, Heating
Animal Health Technology
Appliance Repair
Apprenticeship Programs
Architecture
Auto Body Technology
Auto Mechanics
Aviation
Banking and Finance
Barbering
Bicycle Repair
Bookbinding
Building Codes and Regulations

Building Maintenance
Business Machine Technology
Cabinet Making
Cardiovascular Technology
Carpentry
Ceramic Technology
Chemical Technology
Coaching
Commercial Art
Commerical Music
Computer Info. Systems
Computer Service Technology
Construction Management
Construction Technology
Cosmetology
Court Reporting
Culinary Arts/Food Technology
Dental Technology

Diagnostic Medical Technology
 Diesel Mechanics
 Dietetic Technician
 Drafting
 Electricity
 Electro-Mechanical Technology
 Electronics Technology
 Electromicroscopy
 Electroplating
 Emergency Medical Technician
 Engineering Technologies
 Equine Science
 Estimating
 Fabric Care
 Fashion and Related Technologies
 Film Making/Video
 Fire Technology
 Flight Attendant Training
 Fluid Mechanics Technology
 Forestry/Natural Resources
 Furniture Making
 Graphic Arts
 Gunsmithing
 Hazardous Material Abatement
 Heavy Duty Equipment Mechanics
 Hotel and Motel Services
 Industrial Design
 Industrial Maintenance
 Industrial Relations
 Industrial Safety
 Industrial Technology
 Interior Design
 Janitorial Services
 Jewelry
 Labor Relations
 Labor Studies
 Laser Technology
 Legal Assisting
 Library Technology
 Licensed Vocational Nursing
 Locksmithing
 Machine Tool Technology
 Manufacturing Technology
 Marine Diving Technology
 Materials Testing Technology
 Media Production
 Medical Assistant
 Medical Instrument Repair
 Medical Record Technology
 Mining and Metallurgy

Mortuary Science
 Motorcycle Repair
 Music Management
 Musical Instrument Repair
 Nursing Ancillaries
 Nursing Science: Clinical
 Practice
 Occupational Therapy Assisting
 Office Technologies
 Ornamental Horticulture
 Pharmacy Technology
 Photographic Technology/
 Commercial Photography
 Physical Therapy Assisting
 Piano Tuning and Repair
 Plastics
 Plumbing
 Printing Technology
 Private Security
 Prosthetics and Orthotics
 Psychiatric Technician
 Public Relations
 Radiologic Technician
 Radiation Therapy
 Real Estate
 Rehabilitation Technician
 Respiratory Technician
 Respiratory Technologies
 Restaurant Management
 Retaining
 Robotics
 Sanitation/Public Health Tech.
 Sewage Treatment
 Sheet Metal
 Ship/Boat Building & Repair
 Shoe Rebuilding
 Sign Language
 Small Engine Mechanics
 Stagecraft
 Steamfitting
 Surgical Technology
 Telecommunication Technology
 Transportation
 Travel Services
 Upholstering
 Vision Care Technology
 Watch and Clock Repair
 Water Treatment
 Welding

APPENDIX G, VIDEO DISPLAY TERMINALS

1. Definitions. A VDT user shall be defined as a faculty member working ten (10) or more hours per week on campus at a VDT on tasks related to his/her assignment.
2. Ergonomics - the design of a safe and healthful work environment. The purchase or lease of VDTs and associated equipment and its installation, use and maintenance shall conform to the following ergonomic guidelines:
 - a. Lighting
 - (1) The VDT work station shall be located perpendicular to and away from windows, and between rows of lights, to avoid excessive glare. Where such an arrangement is not possible, windows shall be fitted with blinds or drapes.
 - (2) Whenever possible, the work area shall be painted with a low-reflective color.
 - (3) The lighting in the work area shall be from indirect or recessed sources, with the exception of an adjustable task light; the task light shall be made available to operators who request it.
 - b. Glare
 - (1) The luminance of VDT characters against their background shall be of a high contrast ratio, so that the characters are easily distinguishable, such as is found in screens with yellow or light green characters on a dark green background.
 - (2) If screen color and adjustable lighting are unable to reduce screen glare, a non-glare screen overlay shall be fitted on the VDT.
 - c. Keyboard and Screen
 - (1) The keyboard shall be adjustable and detachable.
 - (2) The screen shall be adjustable horizontally and vertically to fit the operator's plane of vision, with the top of the screen being about eye level when the operator is sitting at the terminal.
 - (3) The screen shall be adjustable for brightness and contrast.
 - (4) The minimum dot matrix composition for screen characters shall be 5 x 7 pixels.
 - d. Printer
 - (1) Excessive printer noise (defined as an average of 65 db or above measured over the six or seven hour work day), at the regular work station of the two (2) employees nearest the source, shall be reduced by a combination of distance and/or noise reducing techniques, such as noise reducing cover or shield, carpeting, and sound absorbing ceilings and walls. Nevertheless, printers that produce 80 db or more shall be in a separate room.
 - e. Chair and Desk
 - (1) The chair shall be adjustable for seat height, backrest height and backrest angle. The chair shall be adjustable by the user while the chair is in an upright position without the use of tools. The chair backrest shall provide correct lumbar support. The chair base shall have five (5) prongs with casters. Chairs with optional armrests shall be provided at the request of the employee. Chair seat, backrest, and armrests shall be made of moisture absorbing material.

- (2) Either by way of adjustable work surface (i.e. computer table, desk top, etc.) or appropriate accessory, the screen and keyboard must be able to be situated at different levels.
- (3) There shall be an adequate work surface large enough to accommodate a document holder adjustable for height, distance and angle.
- (4) The leg space under the table shall be free from obstructions.
- (5) A glare-inhibiting matte desk surface is desirable.
- (6) Footrests and wristrests shall be available.

f. Maintenance and Monitoring

- (1) Color monitors with screens measuring more than 14 inches diagonally shall be inspected annually for excess x-ray emission. Regulation of CRT voltage should be within the specifications of the manufacturer.
 - (2) As necessary, each VDT shall be maintained by qualified personnel, and shall be checked for flicker, clarity of image, size of image, contrast, brightness and adjustability. Equipment which cannot maintain proper adjustment shall be replaced.
 - (3) If an employee discovers a problem with a VDT or accessory he or she shall report it immediately. The necessary repairs and/or adjustments shall be made to correct the problem in a timely manner.
 - (4) Maintenance records for VDT's and associated equipment shall be maintained by the supervisor or manager responsible for the equipment. These records shall be available at reasonable notice to the user working on a particular piece of equipment and to the AFT for all equipment.
 - (5) Indoor temperature in the workplace shall be maintained at not less than approximately 65 degrees Fahrenheit. Adequate ventilation shall be provided.
- 3. Work Breaks. Every user shall be required to take a fifteen minute work break every hour away from the terminal to accomplish other work. Such breaks shall be in addition to regularly scheduled rest breaks. Users shall not be required to operate VDT equipment fifteen minutes before the end of the work day.
 - 4. Eye examinations. Users required by an optometrist or ophthalmologist to have corrective lenses required specifically and exclusively for VDT usage shall have the cost of such lenses and basic (least expensive) frames borne by the District for the initial prescription and each time the prescription changes (frames to be replaced when they are no longer serviceable). If a user is required by an optometrist or ophthalmologist to have an eye examination more frequently than once a year, the cost of the additional examination(s) shall be borne by the District. Lenses and frames not required exclusively for VDT use shall be paid for by the user who may utilize the benefits available from the District's hospital/medical and/or vision care insurance plans.
 - 5. Pregnancy and Disability. Research into the areas of radio frequency and other types of radiation has not yet yielded final conclusions regarding the effects of radiation on employees who are pregnant or who suffer from certain disabilities or diseases.
 - a. At their request, pregnant employees shall be reassigned from their duties involving VDTs, shall be moved from the vicinity of VDTs, or shall remain in their positions and shall be relieved of their VDT duties, for the term of the pregnancy. At the conclusion of the pregnancy, the employee shall have the right to return to the position from which she was last reassigned. If the employee does not return im-

mediately after the pregnancy, return rights shall be in accordance with the return rights granted for the specific type of leave she is on.

- b. Disabled employees shall be reassigned from VDT duties or shall be moved from the vicinity of VDTs, or shall remain in their position and shall be relieved of VDT duties, upon the recommendation of their physician for the period of time recommended. Upon being released by his/her physician to resume duties involving VDTs or to return to a work space in the vicinity of VDTs, an employee shall be assigned to a position in his/her classification without loss of pay or benefits.

- 6. Training and Education. The AFT and the District shall develop and distribute a written guide for the safe and healthful operation of VDTs and associated equipment. The guide shall include, but is not limited to, instructions on relaxation exercises for visual and musculoskeletal strain, the proper use of footrests and wristrests, proper posture and other beneficial work habits. As new information becomes available, it shall be incorporated into this guide.

The District and the AFT shall sponsor workshops regarding the safe and healthful use of VDTs and associated equipment semiannually.

With regard to VDTs and other associated microelectronic technology, the following training opportunities shall be made available:

- a. VDT users shall be trained on the normal use of VDTs and associated equipment and its safe and healthful operation. Such training shall be made available through formal classes, in-service training, on the job training, and/or training provided by manufacturers and vendors.
 - b. All employees shall be provided training by the District in new office technology that they are required to use and operate. Employees are also encouraged to obtain training in new office technology as it is introduced in an office or operational unit; the District shall make every reasonable effort to make such training available to those who desire it. When the District requires an employee to be trained on new hardware or software, the cost of the training shall be borne by the District, and appropriate released time shall be granted to the employee.
- 7. New Technology and Job Security. No employee shall be laid off or demoted as a consequence of the introduction of microelectronic technology (hardware or software); employees shall be required to participate in training on such technology as directed by the District to obtain or maintain an acceptable level of proficiency in the new technology. To the extent possible, affected employees shall be involved in the selection and implementation of technological changes.





- 8. Implementations.

- a. The purchase and installation of new microelectronic equipment, not intended to replace existing equipment, shall be in accordance with the guidelines contained in this Appendix.
- b. As existing equipment is replaced, the replacement of such equipment shall conform to the guidelines contained in this Appendix.
- c. Priority shall be given to upgrading the equipment and work environment of VDT users as defined to conform to the guidelines contained in this Appendix. Replacement equipment shall be provided to VDT users according to the approximate number of hours the user works at a VDT, with those users working at the equipment the greatest number of hours receiving replacements first. Other equipment shall be replaced with equipment which meets the guidelines set forth in this Ap-

pendix as it becomes necessary to replace such equipment; the work environment shall be improved as necessary.

- d. VDTs and associated equipment and/or accessories which do not presently meet the guidelines in this Appendix shall be brought up to the guideline standards within one (1) year from the date of this Agreement.
 - e. Notwithstanding the implementation guidelines contained in this Appendix, whenever VDT equipment and/or accessories are determined to be faulty and cannot be adjusted or repaired, they shall be replaced immediately with equipment which meets the standards contained in this Appendix. No employee shall be required to use, operate or be exposed to unsafe equipment or accessories.
9. Any disputes arising out of the implementation of this Appendix shall be resolved by the AFT and the District in a good faith effort to reach agreement.





ACADEMIC YEAR 1994-95

Week of Semester	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	Holidays Legal	Dist	Days of Instr.	Staff Dev.	
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KEY: Staff Development  Holidays  Vacation  Final Exams 																										YEAR TOTALS				9	16	169	6

ACADEMIC YEAR 1995-96

Week of Semester	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	Holidays Legal	Dist	Days of Instr.	Staff Dev.															
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KEY: Staff Development																						YEAR TOTALS																						9	16	169	6

ACADEMIC YEAR 1996-97

KEY: Staff Development  Holidays  Vacation  Final Exams 

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Note: This index is not part of the Agreement and should not be used for purposes of contract interpretation.

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